

## Dayinsure: Learner Short Term Insurance from Aviva

Thank you for choosing to insure with Aviva. This policy forms part of your legal contract with **us** and defines exactly what **you** are covered against. Please refer to your **schedule** for confirmation of the level of cover **you** have chosen. **You** now have access to our motor claims service which is available 24/7, 365 days a year.

### If you need to claim

Should **you** need to make a claim under this policy, please contact **us** using the appropriate telephone number shown below:

# 08000 156 166

### Telephone Call Charges

Calls to 08000 numbers are free from landlines and mobiles. Calls to 01 and 03 numbers cost the same as a standard landline call, even when dialing from mobiles.

An incident manager will record details of the incident **you** describe and will be able to confirm whether your policy covers **you** for the incident.

**You** will receive confirmation of your reported claim, all the administration at first notification is completed by **us**.

In all cases please quote your policy number

### Customers with disabilities

This policy is also available in large print, audio and Braille. If **you** require any of these formats please contact Dayinsure.

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## Your Aviva Policy

Wherever words or phrases appear in **bold** in this policy document, they will have the meanings described in the Definitions section on page 2.

This policy wording forms part of your legal contract with **us** and explains exactly what cover is provided. Your **schedule** shows the level of cover **you** have chosen.

## Choice of law

The law of England and Wales will apply to this contract unless:

- **you** and **we** agree otherwise, or
- at the date of the contract, **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Your cancellation rights within the first 14 days

**You** have a right to cancel your policy within 14 days from either the day of purchase of the contract or the date **you** receive the policy documents, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, provided there have been no claims under the policy or incidents likely to give rise to claims, subject to a deduction for the time cover has been provided. This will be calculated in proportion to the period for which **you** have been covered. There will also be a charge as shown in Dayinsure's Terms of Business to cover the administrative cost of providing the policy.

To exercise your right to cancel your policy, please contact us by emailing [support@dayinsure.com](mailto:support@dayinsure.com) or by phoning 0333 005 0944.

If **you** do not exercise your right to cancel your policy, it will remain in force and **you** will be required to pay the premium.

For your cancellation rights outside the 14 day cooling off period, please refer to the General Conditions section of this document.

Please note, that **you** will not be refunded any of the initial policy administration fee nor any credit card charges.

## Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

## Contract of Insurance and Information and Changes we need to know about

### The contract of insurance

This policy is a contract of insurance between the **policyholder** and **us**. The **policyholder** enters into a contract with **us** when they agree to take out the policy on the terms and conditions **we** have offered and to pay the premium. It is the **policyholder's** responsibility to ensure that all persons insured are aware of the terms of the policy.

The following elements form the contract of insurance; please read them and keep them safe:

- Policy document.
- **Schedule**.
- Any **clauses** endorsed on this policy, as set out on your **schedule**.
- **Certificate of motor insurance**.
- The information under the heading 'Important Information' which **we** provide to **you** when **you** take out your policy.

In return for paying your premium, **we** will provide the cover shown on your **schedule** under the terms and conditions of this policy wording during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

### Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out or make changes to your policy.

Please tell Dayinsure immediately to let **us** know if there are any changes to the information set out in the application form/Statement of Fact, **certificate of motor insurance** or on your **schedule**. **You** must also tell Dayinsure immediately to let **us** know about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- A change of vehicle.
- Any vehicle modifications.
- Any change affecting ownership of the vehicle.
- Any change in the way that the vehicle is used.

If **you** are in any doubt, please contact Dayinsure.

When **we** are notified of a change, **we** will tell Dayinsure if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms being applied to your policy.

If the information provided by **you** is not complete and accurate:

- **We** may cancel your policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- The extent of the cover may be affected

## Definitions

Wherever the following words or phrases appear in **bold** in this policy they will have the meanings described below.

### Accessories

Parts of **the car** which are not directly related to how it works as a car. This includes audio equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems providing they are permanently fitted to **the car** and have no independent power source.

### Approved repairer

A facility approved by **us** for the repair, damage assessment and/or storage of **the car**.

### Certificate of Motor Insurance

The current document that proves you have the motor insurance required by the **Road Traffic Acts** to use **the car** on a road or other

public place. It shows who can drive **the car** and what it can be used for. The certificate of motor insurance does not show the cover provided.

### Clause

Changes in the terms of your policy. These are shown on your **schedule**.

### Excess

The amount you must pay towards any claim.

### Fire

Fire, self-ignition, lightning and explosion.

### Green card

A document required by certain non-EU countries to provide proof of the minimum compulsory insurance cover required by law to drive in that country.

### Hazardous locations

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Military bases
- Rail trackside
- Any other rail property to which the public do not have lawful access

### High category hazardous goods

Any substance within the following United Nations Hazard Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials

### Ignition keys

Any key, device or code used to secure, gain access to, and enable **the car** to be started and driven.

### Loss of any limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

### Market Value

The cost of replacing the car with one of the same make, model, specification and condition.

### Period of Insurance

The period of time covered by this policy, as shown on your **schedule**, or until cancelled.

### Personal belongings

Personal property within **the car**. This includes portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **the car**.

### Road Traffic Acts

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Schedule

The document which gives details of the cover provided.

### Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### The Car

Any motor vehicle described on your **schedule** and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle which has been delivered to **you** in accordance with the **Road Traffic Acts** and remain effective.

### The insurer/we/us

Aviva Insurance Limited except where otherwise shown for any policy section.

### Theft

Theft, attempted theft or taking **the car** without your consent.

### You

The **policyholder** named in the **schedule**.

### Your partner

The husband or wife or the domestic or civil partner of the **policyholder** living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

# Section 1

## Loss of or damage to the car

If **the car** is lost, stolen or damaged, we will:

- pay for **the car** to be repaired;
- replace **the car**; or
- pay the legal owner of **the car** a cash amount equal to the loss or damage.

We may decide to use suitable parts or **accessories** not supplied by the original manufacturer.

The same cover also applies to:

- **accessories**
- spare parts and components for **the car** while these are on **the car** or while in your private garage.

The most we will pay will be **market value** of **the car** at the time of the loss or £60,000 whichever is the lesser amount. If we know that **the car** is still being paid for under a hire purchase or leasing agreement we will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

## Vehicle recovery in the event of an accident, fire or theft

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man we can arrange for the protection and removal of **the car**. In the event of an incident please ring our motor claims helpline and we will arrange for the following:

- Someone to come out and help. If **the car** cannot be made roadworthy immediately it will be taken to our nearest **approved repairer**.
- **The car** can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to **the car**.
- Transport home or completion of journey for the driver and passengers.
- The onward transmission of any messages on your behalf.
- Delivery of **the car** back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out.

In providing accident recovery assistance we will use our reasonable care and skill when providing the service. We can, however, cancel services or refuse to provide them if the demands made are excessive, unreasonable or impractical.

## New car replacement

We will replace **the car** with a new car of the same make, model and specification (if one is available in the **territorial limits**) if, within 12 months, you or the legal owner buying **the car** from new:

- any repair cost or damage in respect of any one claim covered by the policy is more than 60% of **the car's** list price in the **territorial limits** (including car tax and VAT) when **the car** was purchased, or
- **the car** is stolen and not recovered.

We will only replace **the car** if you or the legal owner:

- purchase it outright or buy it under a hire purchase agreement or other type of agreement where ownership passes to you or the legal owner and the Financing company agrees, and
- are the first registered keepers of **the car**, or are the second registered keepers of **the car**, where **the car** has been pre registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by you or the legal owner, the mileage was less than 250 miles.

Cars sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section

**Important Note:** If you or the car do not meet the qualifying criteria set out for New car replacement, or you do not wish us to replace **the car** with a new car of the same make, model and specification, the most we will pay will be the **market value** of **the car** at the time of loss or damage

## Excesses

If **the car** is lost, stolen or damaged, you are responsible for paying the **excess** shown on your **schedule** no matter how the loss or damage happened.

## Exclusions to Section 1

We will not pay for:

- (1) loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- (2) mechanical, electrical or electronic failure, breakdown or breakage.
- (3) computer and equipment failure or malfunction.
- (4) loss or damage arising from **theft** while:
  - (a) the **ignition keys** of **the car** have been left in or on **the car**
  - (b) **the car** has been left unattended with the engine running.
- (5) damage to tyres by braking or by punctures, cuts or bursts.
- (6) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (7) loss of value following repair.
- (8) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (9) Where **the car** is equipped for the cooking or heating of food or drink, loss or damage by the fire caused directly or indirectly from use of the cooking or heating equipment

# Section 2

## Your liability

We will insure you for all amounts which you may have to pay as a result of you being legally liable for an accident causing:

- (1) another person's death or injury
- (2) damage to another person's property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) and claimant's costs and expenses and any other costs and expenses up to £5,000,000 incurred with our written consent in relation to that person's property by:
  - (a) **the car** including loading and unloading
  - (b) any trailer while it is being towed by **the car**.

The amount payable under (2) above for damage to property is limited to £1,200,000 while **the car** is:

- (i) carrying any **high category hazardous goods**.
- (ii) being used or driven at any **hazardous locations** other than in an area designated for access or parking by the general public.

## Liability of other persons driving or using the car

Cover under this section will also apply on the same basis, for the following persons:

- Any person you give permission to drive **the car** provided that your **certificate of motor insurance** allows that person to drive **the car**.
- Any person you give permission to use (but not drive) **the car**, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **the car**.
- The employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes, as long as your **certificate of motor insurance** allows business use. This does not apply if:
  - the vehicle belongs to or is hired by such employer or business partner.
  - **the insured** is a corporate body or firm.

## Legal personal representatives

In the event of the death of anyone who is insured under this section, we will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this section.

## Legal costs

We will pay the fees and disbursements of any legal representative we agree to, to defend anyone we insure under this section, following any incident which is covered under this section:

- at a coroner's inquest.

- at a fatal accident inquiry.
- in any proceedings brought under the **Road Traffic Acts** or equivalent European Union legislation.

**We** will not pay representation for:

- a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence).
- appeals.

### Cross liability and applications of limits

Where there is more than one person or company covered within the terms of this policy, cover under this policy will apply as if each one had been issued with their own separate Aviva policy. However the most **we** will pay for all claims arising from one originating cause in respect of damage to another person's property will not exceed the amount shown in Section 2 – Your liability.

### Duty of Care - driving at work, legal costs

**We** will pay:

- your legal fees and expenses incurred with our written consent for defending proceedings including appeals
- costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings for any breach of the:
  - Health and Safety at Work etc. Act 1974
  - Health and Safety at Work (Northern Ireland) Order 1978
  - Corporate Manslaughter and Corporate Homicide Act 2007

The limits of cover in respect of such legal fees, expenses and costs are:

- Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 - £100,000
- Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited

**We** will not pay:

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within the **territorial limits** and in connection with the business.
- (2) unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**.
- (3) in respect of proceedings which result from any deliberate act or omission by **you** or any person insured
- (4) where cover is provided by another insurance policy.

### Exclusions to Section 2

**We** will not pay for:

- (1) any claim if any person insured under this section does not keep to the terms, exclusions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy.
- (2) the death of, or injury to any employee of the person insured which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the **Road Traffic Acts**.
- (3) loss or damage to property that:
  - (a) belongs to or is in the care of any person insured who claims under this section, or
  - (b) is being carried in **the car**.
- (4) damage to any motor vehicle covered by this section.
- (5) loss, damage, injury or death while any motor vehicle is being used on:
  - (a) that part of an aerodrome or airport used for aircraft taking off or landing,
  - (b) aircraft parking areas including service roads,
  - (c) ground equipment parking areas, or
  - (d) any parts of passenger terminals within the Customs examination area,
 unless **we** must provide cover under the **Road Traffic Acts**.

- (6) loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the **Road Traffic Acts**.

For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

- (7) death or injury of any person caused by:
  - (a) food poisoning, or
  - (b) anything harmful contained in goods supplied, or
  - (c) any harmful or incorrect treatment given at or from **the car**.
- (8) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** are obliged by the **Road Traffic Acts** to provide insurance:

- (a) Terrorism

Terrorism is defined as any act or acts including, but not limited to:

- the use or threat of force and/or violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes

- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 8(a) and 8(b), where **we** are obliged by the **Road Traffic Acts** to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** or any other person, for which cover is provided under this section, will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or

such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

## Section 3

### Injury to you or your partner

If **you** or **your partner** suffer accidental bodily injury in direct connection with **the car** or while getting into, out of or travelling in any other motor vehicle, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay £2,500 if, within three months of the accident, the injury is the sole cause of:

- death.
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears.
- **loss of any limb**.

The most **we** will pay any one person after any accident is £2,500.

The most **we** will pay any one person during any one **period of insurance** is £5,000.

If **you** or **your partner** have any other policies with **us** in respect of any other motor vehicle or motor vehicles the injured person will only be able to claim these benefits under one policy.

The cover under this section applies irrespective of fault.

### Exclusion to Section 3

**We** will not pay for death or bodily injury arising from suicide or attempted

suicide.

## Section 4

### Medical expenses

If **you** or any other person in **the car** is injured as a direct result of **the car** being involved in an accident, **we** will pay for:

- the medical expenses arising in connection with that accident. The most **we** will pay for each injured person is £100.

The cover under this section applies irrespective of fault.

## Section 5

### Personal belongings

**We** will pay **you** (or, at your request, the owner) for loss or damage to **personal belongings** caused by **fire**, **theft** or accidental means while the **personal belongings** are in or on **the car**.

The maximum amount payable for any one incident is £150. A claim can only be made under this section when also making a valid claim which is accepted under Section 1 - Loss of or damage to the car.

### Exclusions to Section 5

**We** will not pay for:

- money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- goods or samples carried in connection with any trade or business.
- tools.

## Section 6

### Child seat cover

If child seat(s) are fitted in **the car** and **the car** is involved in an accident or damaged following **fire** or **theft** **we** will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage. A claim can only be made under this section when also making a valid claim which is accepted under Section 1 - Loss of or damage to the car.

## Section 7

### Emergency treatment

**We** will reimburse any person using **the car** for payments made under the **Road Traffic Acts** for emergency medical treatment.

## Section 8

### Vehicle recovery in the event of illness

If the permitted driver of **the car** as shown on your **certificate of motor insurance** is taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue their journey, **we** will transport **the car** to your home or single address anywhere in the **territorial limits**.

A medical certificate must be produced prior to the provision of this service.

### Exclusions to Section 8

**We** will not pay for:

- any incident which occurs outside the **territorial limits**.
- any incident where **the car** is within a quarter of a mile of your home address or place where **the car** is usually kept.
- any incident where **the car** is disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy.
- any incident directly caused by or due to the effects of alcohol and/or drugs.

## Section 9

### Continental use – compulsory insurance requirements

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

Countries include:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Cover includes:

- transit between countries listed above (including transit to and from the **territorial limits**).
- reimbursement of any customs duty **you** may have to pay on **the car** after its temporary importation into any country listed above, subject to your liability arising as a direct result of any loss of or damage to **the car** which is covered under Section 1 - Loss of or damage to the car.
- general Average contributions, Salvage, Sue and Labour charges while **the car** is being transported by sea between any countries listed above (including transportation to and from the **territorial limits**) provided that the loss of or damage to **the car** is covered under Section 1 - Loss of or damage to the car.

### If you take the car abroad

All countries covered under this section have agreed that a Green Card is not necessary for travel outside the **territorial limits**. Your **certificate of motor insurance** provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of motor vehicles in any of these countries visited.

## Section 10

### Replacement locks

If your **ignition keys** are lost or stolen **we** will pay the cost of replacing the:

- affected locks
- lock transmitter and central locking interface
- affected parts of the alarm and/or immobiliser

provided that it can be established to our reasonable satisfaction that the identity or garaging address of **the car** is known to any person who may have stolen or found your **ignition keys** and the value of the claim does not exceed the **market value** of **the car**.

No **excess** is applicable when making a claim under this section.

## General exclusions

### General exclusions apply to the whole of your policy

**We** will not pay for:

- Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
  - used otherwise than for the purposes described under the 'Limitations as to use' section of your **certificate of motor insurance**, or
  - driven by, or is in the charge of any person for the purposes of being driven who, or
    - is not described under the section of your **certificate of motor insurance** headed 'Person or classes of persons entitled to drive', or
    - does not have a valid and current licence to drive **the car**, or
    - is not complying with the terms and conditions of the licence, or
    - does not have the appropriate licence for the type of vehicle.

**We** will not withdraw this cover:

- while **the car** is in the custody or control of:

- a member of the motor trade for the purposes of maintenance or repair, or
  - an employee of a hotel or restaurant or car parking service.
- (ii) if the injury, loss or damage was caused as a result of the **theft of the car**.
- (iii) by reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
- (2) Any liability **you** have agreed to accept to the extent **you** would have had if that agreement did not exist.
- (3) (a) loss or destruction of, or damage to, any property or associated loss or expense, or any other loss, or  
 (b) any legal liability,  
 that is directly or indirectly caused by, contributed to, by or arising from:
- (i) ionising, radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (ii) the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component thereof.
- (4) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
- (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.

- (5) Any accident, injury, loss or damage if **the car** is registered outside the **territorial limits**.

## General conditions

**General conditions apply to the whole of your policy**

### Claims procedure

- (1) **You** must report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.

If **you** receive any contact from another party in relation to your claim, please re-direct this to **us** and **we** will manage it on your behalf.

**You** or anyone acting on your behalf must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of an incident or if there is to be an inquest or a fatal accident inquiry.

- (2) **You** or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent.

If **we** want to, **we** can take over and conduct in your name or that of the person claiming under the policy the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy.

**We** shall have full discretion in the conduct of any proceedings or the settlement of any claim.

The person who is seeking payment under this policy shall give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement or

pursue a recovery.

**Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.**

Information	Documents	Assistance
<input type="checkbox"/> Details of third parties and witnesses	<input type="checkbox"/> Driving licence	<input type="checkbox"/> Attendance at court
<input type="checkbox"/> Statement of events relating to your claim	<input type="checkbox"/> Proof of identity and address	<input type="checkbox"/> Meetings with solicitors or <b>us</b>
<input type="checkbox"/> Sketch or photograph of the accident scene	<input type="checkbox"/> Vehicle documentation such as V5, MOT and proof of purchase	
<input type="checkbox"/> Correspondence received from another party (including court papers)	<input type="checkbox"/> Receipts and invoices	
	<input type="checkbox"/> Finance documents	

- (3) **You** must notify the police as soon as reasonably possible if **the car** is lost, stolen or broken into.

### Cancelling this policy

#### Your right to cancel

- (4) Following the expiry of your 14 day cooling off period, **you** continue to have the right to cancel your policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover. There will also be a charge as shown in Dayinsure's Terms of Business to cover the administrative cost of providing the policy.

To cancel, please contact :

Dayinsure.com Limited,

Mara House, Tarporley Business Centre, Nantwich Road, Tarporley, Cheshire, CW6 9UY.

Telephone: 0333 005 0944

Emailing support@dayinsure.com

#### Our right to cancel

**We** (or any agent **we** appoint and who acts with our specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 7 days' written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where you fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects our ability to process a claim or defend our interests. See the "Claims" section at point 4 above.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the "Contract of Insurance and Information and changes we need to know about" section in this policy and the separate "Important Information" notices supplied.

If **we** cancel the policy under this section, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **we** cancel the policy there will also be a charge as shown in Dayinsure's Terms of Business to cover the administrative cost of providing the policy.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a **policyholder** to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where our investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in your policy being cancelled from the date **you** originally took it out.

#### Other insurance

- (5) If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim. This condition does not apply to personal accident benefits under Section 3 – Injury to you or your partner, which will be paid as indicated under that section.

This provision will not place any obligation upon **us** to accept any liability under Section 2 - Your liability which **we** would otherwise be entitled to exclude under Exclusion 1 to Section 2.

#### Your duty to prevent loss or damage

- (6) **You** shall at all times take all reasonable steps to safeguard **the car** from loss or damage.

**You** shall maintain **the car** in a roadworthy condition.

**You** will allow **us** to have free access to examine **the car** at all reasonable times.

#### Your duty to comply with policy conditions

- (7) Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

#### Payments made under compulsory insurance regulations and rights of recovery

- (8) If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

#### Direct right of access

- (9) Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

#### Car sharing and insurance

- (10) If **you** receive a contribution as part of a car sharing agreement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carriage of passengers for hire or reward provided:
- **the car** is not constructed or adapted to carry more than eight passengers (excluding the driver).
  - passengers are not being carried in the course of a business of carrying passengers.

total contributions received for the journey concerned do not involve an element of profit.

#### Important

If **the car** is used under a car sharing agreement and there is any doubt as to whether this arrangement is covered by the terms of your policy **you** should immediately contact your insurance adviser for confirmation.

#### Important Notice - Information we need to know about

- (11) **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out and make changes to your policy.

If the information provided by **you** is not complete and accurate:

- **we** may refuse to pay any claim, or
- **we** may not pay any claim in full, or
- the extent of the cover may be affected.

## Complaints procedure

### Our Promise of Service

Our goal is to give excellent service to all our customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all our customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse your comments to make sure **we** continually improve the service **we** offer.

### What will happen if you complain?

- **We** will acknowledge your complaint promptly.
- **We** aim to resolve complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt, and give **you** an expected date of response.

### What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of your insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting

Dayinsure.com Limited,  
Mara House, Tarporley Business Centre, Nantwich Road, Tarporley,  
Cheshire CW6 9UY.  
Telephone: 0333 005 0944

### Telephone Call Charges

Calls to 0800 and 08000 numbers from UK landlines and mobiles are free. The cost of 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 023 4567  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).



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Authority



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