

Motor Insurance Policy

Your accident
card is
inside

Important

Please report all accidents to us immediately online at
www.aviva.co.uk/make-a-claim or call us on 0345 030 6925

Welcome

Thank you for choosing to insure with Aviva, you can insure up to five vehicles (cars and/or vans) on this policy. You also have access to a great package of benefits and our claims service which is available 24/7 365 days a year.

In the event of an accident you can claim online at www.aviva.co.uk/make-a-claim or call us on:

0345 030 6925

and we'll be able to explain what happens next.

Once you've contacted Aviva about your accident, we'll help resolve any claim on your behalf and take the hassle out of the claims process. So if any other party contacts you, at any point after your accident, just pass them on to us.

We have included a useful card to keep in your purse or wallet. It contains our claims number and details of the information you will need to collect.

If you've had an accident we'll:

- arrange for you and your passengers to be taken home or to your destination safely.*
- arrange for your vehicle to be recovered.
- instruct one of our approved repairers, authorise repairs and settle repairer payments directly. You will also benefit from our Repair Guarantee.

(This service is only available if you have chosen comprehensive cover with us)

If you have a broken or chipped windscreen, we'll arrange for you to have your windscreen repaired or replaced by one of our windscreen suppliers.

(This service is only available if you have chosen comprehensive cover with us)

If your vehicle has been damaged due to fire or theft, we will instruct one of our approved repairers, authorise repairs and settle repairer payments directly. You will also benefit from our Repair Guarantee.

Please check your schedule which contains details of the cover you have chosen. If you have any questions or would like to make any changes or additions to your cover, visit

Aviva.co.uk/myaviva

or call us on

0345 030 6984

We are available on this number Monday to Friday 8am – 8pm, Saturday 08.30 – 5pm, Sunday and Bank Holidays 10am – 4pm.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 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.

Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact us on the number above.

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

Accident Card

Your Accident Card

Get back on the road, fast. Please report all accidents to us immediately so we can tell you what to do next and help resolve any claim on your behalf.

Claim Online at www.aviva.co.uk/make-a-claim
or call on 0345 030 6925

(Lines open 24 hours a day, 7 days a week)

The cost of calls to 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 calls may be recorded and/or monitored.



Accident card

We recommend you carry this card with you in your purse or wallet for use if you are involved in an incident covered by this insurance.

Third Party Accident Card

Our driver is insured by AVIVA,
the UK's largest insurer.

Please call us to discuss your accident.

0345 030 6925

(Lines open 24 hours a day, 7 days a week)

The cost of calls to 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 calls may be recorded and/or monitored.



Your Aviva Policy

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Your Aviva Policy

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the Definitions section starting on page 9, unless otherwise shown for any policy section.

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

Choice of law

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

- the **principal policyholder** and **we** agree otherwise, or
- at the date of the contract, the **principal policyholder** is 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

The **principal policyholder** has a statutory right to cancel this policy within 14 days from the day of purchase or renewal of the contract or the day on which the **principal policyholder** receives the policy or renewal documentation, whichever is the later.

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

Alternatively, if the **principal policyholder** wishes to cancel and the insurance cover has already commenced, the **principal policyholder** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover. There will also be an additional charge of £38.00 (plus Insurance Premium Tax, where applicable) to cover our administrative costs.

To cancel, please contact Aviva on 0345 030 6984.

If the **principal policyholder** does not exercise the right to cancel the policy, it will continue in force and the **principal policyholder** will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

It is the **principal policyholder's** responsibility to notify all **persons insured** that this policy has been cancelled.

Administration charge

We reserve the right to apply an administration charge of £18 (plus Insurance Premium Tax where applicable) for any adjustments you make to your policy. There is no administration charge if you change your policy online at aviva.co.uk/myaviva.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). The **principal policyholder** 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

Telephone call recording

For our joint protection telephone calls may be recorded and/or monitored.

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 **principal policyholder**, who acts on behalf of himself/herself and each **vehicle policyholder** and/or **named driver** and **us**. The **principal policyholder** enters into a contract with **us** when the **principal policyholder** agrees to take out the policy on the terms and conditions **we** have offered and to pay the premium. It is the **principal policyholder's** responsibility to ensure that all **persons insured** are aware of the terms of this policy.

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

- Policy booklet.
- Information contained on your application and/or the 'Information Provided By You' document issued by **us**.
- Schedule**.
- Any **clauses** endorsed on this policy, as set out in your **schedule**.
- Certificate of motor insurance**.
- Any changes to your insurance policy contained in notices issued by **us** at renewal.
- The information under the heading 'Important Information' which **we** provide to you when you take out or renew your policy.

In return for paying your premium, **we** will provide the cover shown in your **schedule** under the terms and conditions of this policy booklet, within the **territorial limits** during the **period of insurance**. Any changes made 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.

Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

- (i) For existing customers who pay by annual or monthly direct debit or continuous card authority the **principal policyholder** enters into a new contract of insurance with **us** commencing on the cover start date shown on your renewal schedule.
- (ii) For existing customers who pay annually, other than as set out in paragraph (i) above, the **principal policyholder** enters into a new contract of insurance with **us** commencing on the date when the **principal policyholder** agrees to renew the policy and to pay the premium. **Persons insured** will be covered for the **period of insurance** shown on your renewal **schedule**.

Information and changes we need to know about

The **principal policyholder** must take reasonable care to provide complete and accurate answers to the questions **we** ask when you take out, make changes to, and renew your policy.

Please tell **us** immediately if there are any changes to the information set out in the application, 'Information Provided By You' document, **certificate of motor insurance** or on your **schedule**. You must also tell **us** immediately about the following changes:

- A change to the **persons insured**, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the **persons insured**, or to be insured.
- Criminal convictions for any of the **persons 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 0345 030 6984.

When you inform **us** of a change, **we** will tell you 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 and/or premium 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
- we** may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

Definitions

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

Accessories

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

Approved repairer

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

Certificate of motor insurance

The current document that proves you have the motor insurance required by the **Road Traffic Acts** to use **your vehicle** on a road or other public place. It shows who can drive **your vehicle**, what it can be used for and whether any permitted drivers are allowed to drive other vehicles.

The certificate of motor insurance does not show the cover provided.

Clause

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

Excess

The amount the **principal policyholder** or the **vehicle policyholder** 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 **your vehicle** 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 **your vehicle** with one of the same make, model, specification and condition.

Partner

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

Period of insurance

The period of time covered by this policy, as shown in your **schedule**, or until cancelled. Each renewal represents the start of a new period of insurance.

Personal belongings

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

Persons Insured

Principal policyholder

The person who has entered into this contract of insurance on behalf of himself/herself and on behalf of each **vehicle policyholder** and/or **named driver**.

Vehicle policyholder

Person nominated by the **principal policyholder** as being the main user of any vehicle insured under this policy as described in your **schedule**, providing the **certificate of motor insurance** allows that person to drive the motor vehicle.

Where the **vehicle policyholder** is the owner/registered keeper of the vehicle any benefits which may be due under Sections 1, 3, 6, 7, 8, 11 and 14 may be paid, at our discretion to them instead of the **principal policyholder** named in your **schedule**.

Named driver

Person nominated by the **principal policyholder** as being a user (but not the main user) of any motor vehicle insured under this policy as described in your **schedule**, providing the **certificate of motor insurance** allows that person to drive the motor vehicle (Named drivers are not entitled to benefits provided under Section 2 – Driving other cars).

Repair quality

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to **your vehicle** by our **approved repairer**.

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 and 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.

Theft

Theft, attempted theft or taking **your vehicle** without your consent.

We/us

Aviva Insurance Limited and any representative appointed by us to act on our behalf, except where otherwise shown for any policy section.

Your vehicle

Any motor vehicle described in 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 has been delivered in accordance with the **Road Traffic Acts** and remains effective.

Any motor vehicle loaned to a permitted driver as shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy (applicable to Comprehensive cover only).

Any motor vehicle not exceeding 3.5 tonnes gross vehicle weight loaned to a permitted driver as shown on your **certificate of motor insurance** for up to seven days by a garage, motor engineer or vehicle repairer while the motor vehicle described in your **schedule** is being either serviced, repaired or having an MOT test (applicable to Comprehensive cover only).

Cover Summary

Some cover sections under this policy are optional and do not apply unless shown in your **schedule**. Some cover sections or parts of cover sections are not applicable to Third Party Fire & Theft insurance.

	Cover	Comprehensive	Third Party Fire & Theft	Page
Section 1	Loss of or damage to your vehicle	✓	Fire & Theft Only	13
	Vehicle recovery in the event of an accident or fire and theft	✓	Fire & Theft Only	13
	Repair Guarantee	✓	Fire & Theft Only	14
	Courtesy and hire vehicles	Optional	Not available	14
	New vehicle replacement	✓	✗	15
	Uninsured driver promise	✓	✗	16
Section 2	Your liability	✓	✓	17
	Driving other cars (Third Party only cover)	✓ Vehicle policyholder only	✗	17
	Liability of other persons driving or using your vehicle	✓	✓	18
	Legal personal representatives	✓	✓	18
	Legal costs	✓	✓	18
	Cross liability and applications of limits	✓	✓	18
	Duty of care – driving at work, legal costs	✓	✓	19
Section 3	Motor Injury Protection	✓ Vehicle Policyholder, partner and named drivers	✗	20
Section 4	Medical expenses and services	✓	✗	21
Section 5	Vehicle recovery in the event of illness	✓	✗	22
Section 6	Personal belongings	✓	✗	22
Section 7	Child seat cover	✓	✗	23
Section 8	Tool cover	✓	✗	23
Section 9	Emergency treatment	✓	✓	23
Section 10	No claim discount	✓	✓	24
	Protected no claim discount	Optional	Optional	24
Section 11	Glass	✓	✗	25
Section 12	Suspending cover	✓	✗	25
Section 13	Continental use – compulsory insurance requirements	✓	✓	26
	Extending your continental use cover	Optional	Not available	27
Section 14	Replacement locks	✓	✗	28
Section 15	Motor Legal	Optional	Optional	28

Section 1

Loss of or damage to your vehicle

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	Fire & Theft Only

Loss of or damage to your vehicle

If **your vehicle** is lost, stolen or damaged, **we** will:

- repair **your vehicle** unless you notify **us** that you want **us** to pay someone else to repair it, or
- replace **your vehicle**, or
- pay 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 **your vehicle** while these are in or on **your vehicle** or while in your private garage.

The maximum amount **we** will pay for **accessories** is shown in your **schedule**.

The most **we** will pay will be the **market value** of **your vehicle** at the time of the loss. If **we** know that **your vehicle** 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 or fire and theft

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	Fire & Theft Only

Within the **territorial limits** **we** can arrange for the protection and removal of **your vehicle**. In the event of an incident, please ring our Claims Helpline and **we** will arrange for the following:

- Someone to come out and help. If **your vehicle** cannot be made roadworthy immediately it will be taken to our nearest **approved repairer**. **Your vehicle** can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to **your vehicle**. An additional **excess** will apply in addition to any other excesses under this policy if the repairer chosen is not one of our **approved repairers**. **We** do not provide a courtesy vehicle if the repairer chosen is not one of our **approved repairers**, even if the courtesy vehicle option is shown in your **schedule**.
- Transport home or completion of journey for the driver and passengers or;
 - Overnight accommodation for the driver and passengers up to a maximum of £150 in total not including the costs of meals or drinks or;
 - A refund of the cost of public transport for the driver and passengers to reach the end of their journey subject to a maximum of £150. You will need to produce receipts in order to claim for this. If **your vehicle** is stolen and not recovered, arrangements will be made to provide alternative transport up to a total value of £150 in order to complete the journey.
- The onward transmission of any messages on your behalf.
- Delivery of **your vehicle** back to your address in the **territorial limits** 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.

Important

Please report all accidents to us immediately online at www.aviva.co.uk/make-a-claim or call us on 0345 030 6925.

Repair Guarantee

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	Fire & Theft Only

We will provide a lifetime guarantee on **repair quality** carried out on **your vehicle** by our **approved repairer** for as long as **your vehicle** is continuously insured with **us** by the **principal policyholder** and/or the **vehicle policyholder** and maintained in a roadworthy condition.

If a valid contract of insurance is no longer held with **us**, **we** will continue to guarantee the **repair quality** carried out on **your vehicle** by our **approved repairer** for a period of three years from the date of completion of the repairs or for the remainder of the original manufacturers warranty for **your vehicle** if greater than three years.

All parts fitted to **your vehicle** by our **approved repairer** will be covered for the duration of the guarantee provided by the part manufacturer/supplier.

Exclusion to Repair Guarantee

We will not pay for damage under the Repair Guarantee arising from deterioration and wear and tear or parts and component failures.

Courtesy and hire vehicles

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	Optional	Not available

Where **your vehicle** has comprehensive cover a courtesy vehicle can be supplied to reduce your inconvenience following a claim. It is not intended to be an exact replacement for **your vehicle**. Only persons named on the **certificate of motor insurance** as being entitled to drive the vehicle that the courtesy vehicle replaces are covered. Please note that a courtesy vehicle cannot be provided until your claim has been accepted and cover has been confirmed.

The courtesy and hire vehicles table which can be found at the end of this section describes what type of courtesy vehicle will be provided according to your policy cover and situation. This should be read in conjunction with the important information shown below.

Important Information

- If **your vehicle** is immobile or unroadworthy, **we** aim to provide a courtesy or hire vehicle within one working day. However if an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a courtesy vehicle until the following normal working day.
- In order to avoid undue delays, please advise **us** during the early stages of your claim if an automatic transmission courtesy vehicle is required. Automatic courtesy vehicles can be supplied, providing the vehicle being repaired is an automatic.
- We** will not be responsible for:
 - the cost of fuel used.
 - collection and delivery charges (if they apply).
 - any charges for fitting **accessories** or **personal belongings**.
 - any **excess** which would have applied to **your vehicle** which is temporarily replaced.
 - all charges and costs where the courtesy vehicle is not returned by the end of the maximum benefit period provided for under this policy.
- Courtesy vehicles supplied under this section will be of standard type and will not include:
 - specialised vans such as pick-up trucks, tippers or refrigerated vans, or
 - any provision for towing, or
 - any trailers or caravans.
- A courtesy vehicle will not be provided if you are making a claim solely for glass under Section 11.

Important

Please report all accidents to us immediately online at www.aviva.co.uk/make-a-claim or call us on 0345 030 6925.

- Returning courtesy vehicles – the courtesy vehicle will be supplied on the condition that it is returned to the depot which supplies it unless alternative arrangements have been made with the supplier.
- If no courtesy vehicle cover is selected or the repairer chosen is not one of our **approved repairers**, a courtesy vehicle will not be provided.

We do not provide a courtesy vehicle outside the **territorial limits**. However our European Breakdown cover can be purchased (Comprehensive cover only) so that if there is an accident, breakdown or **theft** abroad, **we** will pay for up to 14 days' self drive vehicle hire. **We** will also arrange vehicle hire for the part of the journey that is in the **territorial limits**.

Courtesy and hire vehicles

Level of cover	Vehicle provided
Standard courtesy car	A small three door hatchback vehicle with an engine size of 1 litre
Enhanced courtesy car	A five door vehicle with an engine size of 1.6 litres, with room to seat five people
Car derived van	A van styled on the car equivalent
Panel style van	A van which has rear doors but no rear seats or rear side windows
Panel style van (Long Wheel Base)	A long wheel base van which has rear doors but no rear seats or rear side windows

Your situation	Your entitlement
Your vehicle is being repaired by an approved repairer	A courtesy vehicle for the duration of the repairs
Your vehicle is being repaired by a repairer of your choice	We do not provide a courtesy vehicle when the repairer chosen is not one of our approved repairers
Your vehicle cannot be repaired or has been stolen	We will arrange for a courtesy vehicle, for up to 14 days, or up until you receive your settlement (whichever is earliest)

New vehicle replacement

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✗

We will replace **your vehicle** with a new vehicle of the same make, model and specification (if one is available in the UK) if, within 12 months of the **principal policyholder, vehicle policyholder** or a **partner** buying **your vehicle** from new:

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

We will only replace **your vehicle** if the **principal policyholder, vehicle policyholder** or a **partner**:

- buy it under a hire purchase agreement or other type of agreement where ownership passes to the **principal policyholder, vehicle policyholder** or a **partner** and the Financing Company agrees, and
- the **principal policyholder, vehicle policyholder** or a **partner** become the first registered keeper of **your vehicle**, or the second registered keeper of **your vehicle** where **your vehicle** has been pre registered in the name of the manufacturer or supplying dealer, providing at the time of purchase the mileage was less than 250 miles.

Important

Please report all accidents to us immediately online at www.aviva.co.uk/make-a-claim or call us on 0345 030 6925.

If the qualifying criteria set out above are not met, or you do not wish us to replace **your vehicle** with a new vehicle of the same make, model and specification, the most we will pay will be the **market value** of **your vehicle** at the time of loss or damage.

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

Excesses

If **your vehicle** is lost, stolen or damaged, the **excess** shown in your **schedule** must be paid, no matter how the loss or damage happened.

If **your vehicle** is to be repaired and the repairer chosen is not one of our **approved repairers**, then an additional **excess** will apply; this **excess** will be shown in your **schedule**. This **excess** will apply in addition to any other **excesses** under the policy.

A young driver **excess** will also apply while the permitted driver of **your vehicle** is aged 24 or under. This **excess** will be shown in your **schedule** (Comprehensive cover only). This **excess** will apply in addition to any other **excesses** under the policy.

The **excess** applied to glass claims can be found in Section 11 of this policy booklet.

Uninsured driver promise

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✗

Where **your vehicle** has comprehensive cover and the driver of **your vehicle** is involved in an accident caused by an uninsured motorist, **we** will refund the amount of any **excess** which has been paid. **We** must be provided with the:

- vehicle registration of the other vehicle
- the other driver's name and contact details (telephone number or address)

This promise only applies where the driver of **your vehicle** was not at fault for the accident.

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 **your vehicle** have been left in or on **your vehicle**.
 - (b) **your vehicle** 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) loss or damage caused directly or indirectly by **fire** if **your vehicle** is equipped for the cooking or heating of food or drink.

Important

Please report all accidents to us immediately online at www.aviva.co.uk/make-a-claim or call us on 0345 030 6925.

Section 2

Your liability

	Comprehensive	Third Party Fire & Theft
Does this cover apply?	✓	✓

We will insure the **persons insured** for all amounts which they may have to pay as a result of 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 as shown in your **schedule** (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 the amount shown in your **schedule** incurred with our written consent in relation to that person's property

by:

- (a) **your vehicle**, including loading and unloading.
- (b) any trailer while it is being towed by **your vehicle**.

The amount payable under (2) above for damage to property is limited to the amount shown in your **schedule**, or such greater sum as may be required to meet the minimum insurance requirements of the **Road Traffic Acts**, while **your vehicle** 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.

Driving other cars

	Comprehensive	Third Party Fire & Theft
Does this cover apply?	✓ Vehicle policyholder only (Third Party only cover)	✗

We will insure the **vehicle policyholder** while driving any other car* within the **territorial limits** providing:

- the car* does not belong to that person or is not hired to that person under a hire purchase agreement.
- the **vehicle policyholder** is driving the car* with the owner's express consent.
- the **vehicle policyholder** still has **your vehicle** and it has not been damaged beyond cost effective repair.
- the **vehicle policyholder** is aged 25 or above at inception or renewal of this policy.
- the **certificate of motor insurance** indicates that the **vehicle policyholder** can drive such a car*.

Driving other cars cover is not available for **named drivers**, firms or **principal policyholders** where they are not also named as a main user of **your vehicle** (e.g. a **vehicle policyholder**).

Important Note: The cover provided whilst you are driving any other car* is for Third Party only.

* For the purposes of this section only the definition of 'car' includes a van under 3.5 tonnes gross vehicle weight, subject to the limitations of use as defined on the **certificate of motor insurance**.

Important

Please report all accidents to us immediately online at www.aviva.co.uk/make-a-claim or call us on 0345 030 6925.

Liability of other persons driving or using your vehicle

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✓

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

- Any person given permission by the **vehicle policyholder** to drive **your vehicle** provided that your **certificate of motor insurance** allows that person to drive **your vehicle**.
- Any person given permission by the **vehicle policyholder** to use (but not drive) **your vehicle**, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **your vehicle**.
- The employer or business partner of the person using any vehicle for which cover is provided under this section while the vehicle 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 **principal policyholder** is a corporate body or firm.

Legal personal representatives

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✓

In the event of the death of anyone who is insured under this section **we** will protect his or her legal personal representatives (for example, the executors as nominated in that person's will) against any liability that the deceased person had, which is covered by this section.

Legal costs

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✓

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 application of limits

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✓

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 the same incident in respect of damage to another person's property will not exceed the amount shown in your **schedule**.

Important

Please report all accidents to us immediately online at www.aviva.co.uk/make-a-claim or call us on 0345 030 6925.

Duty of care – driving at work, legal costs

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✓

We will pay:

- the **person insured's** legal fees and expenses incurred with our written consent for defending proceedings including appeals.
- costs of prosecution awarded against the defendant 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

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 a **person insured** 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 **persons insured**.
- (4) where cover is provided by another insurance policy.

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

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

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 and conditions of this policy. The cover will also not apply if the **person insured** 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 of 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 **your vehicle**.
- (4) damage to the motor vehicle covered by this section.
- (5) loss, damage, death or injury 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**.

Important

Please report all accidents to us immediately online at www.aviva.co.uk/make-a-claim or call us on 0345 030 6925.

(6) 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** must provide cover under the **Road Traffic Acts**:

(a) Terrorism

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

(i) the use or threat of force and/or violence
and/or

(ii) 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 (6) (a) and (b), where **we** must provide cover under the **Road Traffic Acts**, 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 any **person insured**, for which cover is provided under this section, will be:

(i) limited to the amount shown in your **schedule** in respect of all claims resulting directly or indirectly from one originating cause, or

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

(7) 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.

(8) 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 **your vehicle**.

(9) loss, damage, death or injury that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of **your vehicle**, bringing a load to **your vehicle** for loading or taking a load away from **your vehicle** after unloading it.

Section 3

Motor Injury Protection

	Comprehensive	Third Party Fire & Theft
Does this cover apply?	✓ Vehicle policyholder, partner and named drivers	✗

If the **vehicle policyholder, partner or named drivers** suffer accidental bodily injury as a result of:

a road traffic accident in direct connection with the use of the insured vehicle(s)
and/or

travelling in, getting in to or out of the insured vehicle(s)

listed in your **schedule**, **we** will pay an amount as shown in your **schedule**, if, within three months of the accident, the injury is the sole cause of their:

- 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 shown in your **schedule**.

The most **we** will pay any one person during any one **period of insurance** is shown in your **schedule**.

If the **vehicle policyholder, partner** or **named drivers** have any other policies with us in respect of any other vehicle or vehicles, the injured person can only claim these benefits under one policy.

The cover applies irrespective of fault.

Motor Injury Protection Plus

If you have purchased the optional 'Motor Injury Protection Plus' extension, please refer to your **schedule** for the vehicle(s) to which it applies.

1. Additional benefit for death or serious injury

If you suffer death or serious injury as outlined above, we will pay an additional benefit amount as shown in your **schedule**.

2. Physiotherapy cover for minor injuries

This extension also provides physiotherapy cover for minor injuries for the **vehicle policyholder, partner** and **named drivers** if they are injured as a direct result of the insured vehicle(s) being involved in an accident.

We will refer you quickly to our experienced rehabilitation case management provider and will pay for treatment from a chartered physiotherapist **we** have appointed who believes treatment will help recovery.

The most **we** will pay any one person after any accident is shown in your **schedule**.

Physiotherapy will end once the rehabilitation case management provider and/or treating physiotherapist advises no further treatment is required, or the limit under this extension has been reached, whichever happens first.

The cover applies irrespective of fault.

Exclusions to Section 3

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

Section 4

Medical expenses and services

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✗

If any persons in **your vehicle** are injured as a direct result of **your vehicle** 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 shown in your **schedule**.

The cover under this section applies irrespective of fault.

Exclusions to Section 4

We will not pay for any physiotherapy treatment.

Section 5

Vehicle recovery in the event of illness

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✗

If the permitted driver of **your vehicle** 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 **your vehicle** to your home or single address anywhere within the **territorial limits**.

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

A claim solely under this section will not affect your no claim discount.

Exclusions to Section 5

We will not pay for:

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

Section 6

Personal belongings

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✗

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

The maximum amount payable for any one incident is shown in your **schedule**. 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 your vehicle.

Exclusions to Section 6

We will not pay for:

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

Section 7

Child seat cover

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✗

If child seat(s) are fitted in **your vehicle** we will pay for loss of or damage to the child seat(s) caused by **fire, theft** or accidental means. **We** will pay an amount as shown in your **schedule** 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 your vehicle.

Section 8

Tool cover

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✗

For the purposes of this section, tools means;

- non powered hand tools for domestic DIY, gardening or vehicle maintenance activities, or
- where **your vehicle** is insured for business use as shown in your **schedule**, tools of trade reasonably associated with your declared occupation.

We will pay for loss of or damage to tools caused by **fire, theft** or accidental means while they are in **your vehicle**. The maximum amount payable for any one incident is shown in your **schedule**. 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 your vehicle.

Exclusions to Section 8

We will not pay for:

- (1) goods or samples, stock and materials.
- (2) **personal belongings**.
- (3) **accessories**.
- (4) loss or damage arising from **theft** not involving forcible entry to **your vehicle**.
- (5) loss or damage if **your vehicle** is an open backed vehicle unless the tools are contained within a locked secure tool chest which is permanently attached to the chassis.

Section 9

Emergency treatment

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✓

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

Section 10

No claim discount

Does this cover apply?	Comprehensive	Third party, fire & theft
	✓	✓

How does no claim discount work?

No claim discount will be earned separately by each **vehicle policyholder**, on each vehicle they insure and is not transferable to any other person. However, no claim discount will be earned by the **principal policyholder** if it is a firm.

No claim discount will increase by 1 year every renewal if you remain claim free (up to a maximum of 15 years). For every claim you make in a year, your no claim discount will decrease on the affected vehicle, in line with the table overleaf, at next renewal unless you have protected it.

If your renewal is due and investigations into a claim are still on-going, **we** may reduce your no claim discount provisionally, until our investigations are complete. **We** may then restore your no claim discount and refund any extra premium that has been paid.

Third parties may claim directly against **us** in the event of an accident involving **your vehicle**, as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** will deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

What if the claim isn't my fault?

This is a no claim discount and not a no blame discount.

If a claim is made which is not your fault and **we** have to make a payment, **we** will reduce your no claim discount unless **we** recover all sums **we** have paid from those responsible. However, **we** won't reduce your no claim discount where the accident was not your fault, and the driver who caused it was uninsured, and you have provided **us** with the other driver's name, contact details (telephone number or address) and vehicle registration.

Claims under the following sections will not reduce your no claim discount

- Section 9 – Emergency treatment
- Section 11 – Glass
- Section 14 – Replacement locks

Protected no claim discount

Does this cover apply?	Comprehensive	Third party, fire & theft
	Optional	Optional

Protected no claim discount is an optional cover. You can protect your no claim discount when you have earned 3 or more years. Please check your schedule to see which of **your vehicles** have protected no claim discount.

If you have protected your no claim discount and you make 1 claim, your no claim discount will stay the same. Protecting your no claim discount does not protect the overall price of your insurance policy, but does guarantee that your premium won't increase next year as a direct result of 1 claim. (Note: your price may still alter if a claim invalidates any fixed price offer on your policy.)

The table overleaf shows what will happen to your no claim discount if you make a claim, including the difference protecting your no claim discount makes.

Your NCD now	Number of claims made in period of insurance	Your NCD from next renewal	
		If you'd protected it	If you hadn't protected it
1 or 2 years	1 or more	Protection not available	0 years
3 years	1	3 years (protected)	1 year
	2	1 year	0 years
	3 or more	0 years	0 years
4 years	1	4 years (protected)	2 years
	2	2 years	0 years
	3 or more	0 years	0 years
5 or more years	1	5 or more years (protected)	3 years
	2	3 years	0 years
	3 or more	0 years	0 years

Section 11

Glass

Does this cover apply?	Comprehensive	Third Party Fire & Theft
		✓

We will pay for the replacement or repair of the glass in **your vehicle's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **your vehicle** suffers scratching arising solely from the breakage of glass. The most **we** will pay will be the **market value** of **your vehicle** at the time of the loss. **We** may use suitable parts not supplied by the original manufacturer.

You must telephone our Claims Helpline before any work is carried out. **We** will direct you to an **approved repairer**. If the repairer chosen to replace your glass is not one of our **approved repairers**, **we** will apply a limit to the amount **we** will contribute as shown in your **schedule**.

The **excess** amount which must be paid for any replacement or repair is shown in your **schedule**.

If you have purchased the optional courtesy vehicle cover under Section 1, **we** do not provide a courtesy vehicle if you are making a claim solely under this section.

A claim solely under this section will not affect your no claim discount.

Section 12

Suspending cover

Does this cover apply?	Comprehensive	Third Party Fire & Theft
		✓

Suspending your policy means having no active insurance but maintaining your policy record.

This benefit can be used if **you** currently have no insurable vehicles on your policy due to sale or total loss, but **you** intend on insuring a new vehicle within the period of insurance. **We** will suspend your policy for up to 6 months or until renewal (whichever comes first)

We will refund part of your premium for the suspended period, except where;

- The total period of cover is less than 12 months, or
- Your certificate of insurance is not returned to **us** at the commencement of the suspended period.

we will pay any refund due when cover begins again.

Important note: During the suspension period you will lose all cover benefits such as driving other cars however you will still earn no claim discount.

If you wish to reinstate your suspended policy an administration charge will apply. If you wish to cancel your suspended policy you will receive a pro rata refund less the cancellation charge.

At renewal if the vehicle has not been replaced it will be permanently deleted and the policy lapsed if no other vehicles are covered by the policy.

Section 13

Continental use – compulsory insurance requirements

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✓

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).

Note - The level of cover provided is the minimum level of cover required by law. It is not the same level of cover you receive when driving within the **territorial limits** under this policy and does not cover loss or damage to the vehicle being driven. To find out how to extend your cover, please refer to the 'Extending your continental use cover' box at the end of this section.

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.

Extending your continental use cover

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	Optional	Not available

For an extra premium, your policy can be extended to provide a similar level of cover in the European Union and some other European countries as listed above, as is provided in the **territorial limits** – please see below for details of the cover and notable exceptions.

Cover includes:

- transit between the countries listed above (including transit to and from the **territorial limits**)
- reimbursement of any customs duty which may be payable on **your vehicle** 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 **your vehicle** which is covered under Section 1 – Loss of or damage to your vehicle.
- general Average contributions, Salvage, Sue and Labour charges while **your vehicle** is being transported by sea between any countries listed above (including transportation to and from the **territorial limits**) provided that loss of or damage to **your vehicle** is covered under Section 1 – Loss of or damage to your vehicle.

To extend your policy, please contact **us** at least two weeks beforehand and **we** will provide the necessary documents.

We do not automatically provide the following optional covers outside the **territorial limits**:

- Courtesy vehicles
- UK Breakdown (Rescue Cover)
- Motor Legal

However, our optional European Breakdown cover (also known as Euro Protection) can be purchased along with Foreign Use cover (on comprehensive policies only) to provide assistance in the event of an accident, breakdown, **fire** or **theft** abroad.

For more details of this cover, please call **us** on 0345 030 6984.

For our joint protection telephone calls may be recorded and/or monitored.

Section 14

Replacement locks

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	✓	✗

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 **your vehicle** is known to any person who may have stolen or found your **ignition keys** and the value of your claim does not exceed the **market value of your vehicle**.

In the event of any claim under this section, the courtesy vehicle and hire vehicle benefits under Section 1 – Loss of or damage to your vehicle, will apply providing your **schedule** shows courtesy vehicle cover was selected.

Your no claim discount will not be affected and no **excess** is applicable when making a claim under this section.

Section 15

Motor Legal

Does this cover apply?	Comprehensive	Third Party Fire & Theft
	Optional	Optional

This section provides legal protection and advice in the event of a motoring incident.

The cover and services explained in this section only apply if they are shown in **your schedule**.

Definitions

The general definitions at the beginning of this policy booklet apply where appropriate. The following definition only applies to this section of the policy.

You/your

The persons covered by this section:

- the **persons insured**; and
- any passengers carried in **your vehicle** at the time of an accident and/or incident, which occurs within the **period of insurance**.

1. Legal protection to claim costs or compensation after a motor accident or incident

If there is an accident and/or incident involving **your vehicle** which is not **your** fault, **we** will provide **you** with legal protection to pay lawyers' costs to help claim against the person(s) who is responsible.

As part of **your** claim **we** will pay to recover **your** financial losses (such as **your excess** and travel expenses) and also obtain compensation if, as a result of travelling in, getting into or out of **your vehicle**, **you** die or sustain personal injury.

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe that it is more likely than not that **you** will succeed in a claim for those losses. For more information please see 'Reasonable prospects of success explained' under 'Conditions of cover' in this section.

If **you** disagree with the lawyer's view of **your** prospects of success, **you** have the right to appeal. Please see 'What can I do if I do not agree with the lawyer's opinion?' at the end of this section for more information.

In the event the lawyer takes on **your** case but **your** claim is not successful **we** will pay legal costs and fees **you** are held responsible for (up to the maximum amount).

Your schedule shows the maximum amount **we** will pay for any one claim under this cover.

If **you** need to report an incident or talk to **us** about a claim call **us** on:

0345 030 6925* or you can claim online at www.aviva.co.uk/make-a-claim

Lines are open 24 hours a day, 365 days a year.

2. Legal protection to defend motoring offences

This section provides legal protection to pay lawyers' costs to help defend **your** legal rights if **you** are accused of or have committed an offence under the road traffic laws (e.g. speeding) while using **your vehicle** (including if a conviction would result in **you** being disqualified or suspended from driving).

Cover in this section is subject to cover not already being provided under 'Section 2 – Your liability' in this policy.

Your schedule shows the maximum amount **we** will pay for any one claim under this cover.

If **you** need to report an incident or talk to **us** about a claim call **us** on:

0345 300 2970*

Lines are open 24 hours a day, 365 days a year.

3. Motor legal advice helpline

You have access to a 24 hour legal advice helpline based in the UK – providing confidential legal advice on any legal matter relating to the use of **your vehicle** (e.g. private vehicle sale).

There are no consultation fees and lines are open 24 hours a day, 365 days a year, all **you** pay for is the phone call.

Call **us** on:

0345 300 2970*

Please ensure **you** have **your** policy number to hand when **you** contact **us**.

* For our joint protection telephone calls may be recorded and/or monitored.

What is not covered

We will not pay any costs and expenses:

- 1 which **we** have not agreed to or authorised;
- 2 incurred prior to our acceptance of a claim;
- 3 resulting from any legal action **you** take without our prior approval;
- 4 for any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- 5 resulting from any claim deliberately or intentionally caused by **you**;
- 6 relating to an application for judicial review;
- 7 for a claim relating to any non-contracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section;
- 8 for a dispute with **us** in respect of the policy terms and conditions unless this is covered by the 'What can I do if I do not agree with the lawyer's opinion?' section in this policy;
- 9 for losses already paid by **us** under any other section of this policy.
- 10 resulting from a defence of motoring offences arising from prosecutions for:
 - dishonesty or violent conduct;
 - drink or drug related offences; or
 - parking offences.

This applies only to '2. Legal protection to defend motoring offences'.

Conditions of cover

The following conditions apply to this section:

- the incident occurs during the **period of insurance**;
- the incident occurs within the **territorial limits**;
- any legal proceedings that **we** have agreed to are dealt with by a court or similar body that **we** have agreed to within the **territorial limits**;
- in respect of any appeal or defence of an appeal, it has been reported to **us** at least 14 days prior to the deadline for any appeal; and
- reasonable prospects of success exist for the duration of the claim. This condition only applies to claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section. Please see the box below for more information.

Reasonable prospects of success explained

Before **we** begin to pursue financial losses or pay any legal costs and expenses **we** will ask the appointed lawyer to discuss **your** claim with **you** and assess the prospects of success.

In respect of all claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section **we** need to establish that it is more likely than not that **you** will:

- make a recovery of damages either in full or in part against the person(s) **you** believe were to blame;
- recover more than any offer of settlement from the person(s) **you** believe were to blame;
- make a successful defence of any claims made against **you**;
- make a successful appeal or defence of an appeal;
- obtain a legal remedy which **we** have agreed to pursue or defend.

If at any time it is established that **your** claim no longer has a reasonable prospect of success, **we** will confirm this in writing to **you**. **We** will pay for all costs and expenses **we** have agreed or authorised prior to the change in prospects of success. **You** have the right to continue the legal proceedings but this will be at **your** own expense and **we** will not pay any legal costs and fees **you** may be held responsible for after the confirmation in writing.

Your claim

How to claim

1. Before **you** call, please make sure **you** have **your** policy number, vehicle registration and incident date ready to hand.
2. Call **us** to register **your** claim:
 - for legal protection to claim costs or compensation after a motor accident or incident, please call **us** on **0345 030 6925***; or
 - for legal protection to defend motoring offences, please call **us** on **0345 300 2970***.

Lines are open 24 hours a day, 365 days a year.

Legal representation

On receipt of a claim, **we** will appoint a lawyer to act for **you**.

If it is necessary to start court proceedings, **you** are free to nominate an alternative lawyer by sending the lawyer's name and address to **us**.

If there is a conflict of interest or **we** do not agree to **your** choice of lawyer, **you** may choose another representative. If there is still a disagreement, **we** will ask the president of the relevant national law society to choose a suitably qualified person. In this circumstance both parties are obliged to accept this choice of representation.

The legal costs and expenses we will pay for

We will pay the following:

- reasonable legal costs and expenses incurred in respect of **your** claim; and/or
- legal costs and expenses, which **we** have agreed to or authorised, which **you** have been held responsible for or ordered to pay by a court or similar body.

In determining whether or not costs are reasonable, **we** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable. Specific factors **we** will take into account in making this determination are:

- the amount of any financial losses being claimed;
- the value and complexity of the case;
- the geographical location of the person and the other party to the action;
- the conduct and actions of the other party;
- the normal level of legal costs and expenses a similar specialist lawyer appointed by **us** would charge.

Conditions relating to your claim

- It is important that **you** tell **us** about an incident as soon as possible after it happens. If **you** fail to do this it may result in **your** prospects of success being reduced.
- You** must allow **us** direct access to the appointed lawyer who will provide **us** with any information or opinion on **your** claim.
- You** must provide **us** with any information or instructions that **we** may reasonably ask for in relation to **your** claim. If **we** do not receive all the information or instructions **we** need **we** may delay or suspend **your** claim.
- You** must notify **us** immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
- If **you** do not accept a payment into Court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, **we** may refuse to pay further legal costs and expenses.
- No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.
- You** must support **us** in the recovery (from the person(s) who **you** believe were responsible) of any legal costs and expenses that **we** have paid and pay those legal costs and expenses to **us**.
- In respect of the following, if **you**:
 - settle or withdraw a claim without our prior agreement;
 - do not give suitable instructions to the appointed lawyer; or
 - dismiss an appointed lawyer without our prior consent, (please see the 'Legal Representation' and 'What can I do if I do not agree with the lawyer's opinion' sections for more information about appointing representatives),

the cover **we** provide in respect of **your** claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.

What can I do if I do not agree with the lawyer's opinion?

- **We** have confidence in the opinion of our appointed lawyer and rely on this when deciding if **we** should continue to pay the costs and expenses towards **your** claim.
- If **you** do not agree with the lawyer's opinion and **you** find a different lawyer, at **your** own cost, who supports **your** view, then **we** will be happy to offer a review of the case. The opinion of **your** chosen lawyer must be based on the same information regarding the claim that **you** provided to **us**.
- The lawyer conducting the review will be chosen jointly by **you** and **us**. If we cannot agree on who this lawyer should be then **we** will ask a relevant law society to appoint one. The reviewing lawyer will assess the case and **we** will abide by their decision. **We** will pay for the cost of this review and should they decide in **your** favour **we** will also pay any cost that **you** incurred for **your** chosen lawyer's second opinion.
- This review and any resulting decision will not affect **your** rights to make a complaint as detailed in the complaints procedure section.

General Exclusions

General Exclusions apply to the whole of your Aviva Motor Insurance policy.

We will not pay for:

- (1) any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - (a) used otherwise than for the purposes described under the 'Description of use' section of your **certificate of motor insurance**, or
 - (b) driven by or is in the charge of any person for the purposes of being driven who:
 - is not described under the section of your **certificate of motor insurance** headed 'Permitted drivers', or
 - does not have a valid and current licence to drive **your vehicle**, 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:

- (i) while **your vehicle** 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 vehicle parking service for the purpose of parking **your vehicle**.
- (ii) if the injury, loss or damage was caused as a result of the **theft** of **your vehicle**.
- (iii) by reason of the person driving not having a driving licence, if the **principal policyholder** and/or **vehicle policyholder** had no knowledge of such deficiency.
- (2) any liability a **person insured** has agreed to take on except to the extent the **person insured** would have had that liability 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 other hazardous properties of any explosive 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 **your vehicle** is registered outside the **territorial limits**.
- (6) loss or damage caused deliberately by you or by any other person who is using or driving **your vehicle**.

General Conditions

General conditions apply to the whole of your Aviva Motor Insurance policy.

Important Notice – Information we need to know about

(1) The **principal policyholder** must take reasonable care to provide complete and accurate answers to the questions **we** ask when you take out, make changes to, and renew 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
- we** may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

Claims procedure

(2) 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 any **person insured** claiming under this policy receives any contact from another party in relation to any claim, the **person insured** must re-direct this to **us** and **we** will manage it on their behalf.

Anyone claiming under this policy or anyone acting on their 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.

(3) Anyone 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 the name 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
<ul style="list-style-type: none"><input type="checkbox"/> Details of third parties and witnesses<input type="checkbox"/> Statement of events relating to your claim<input type="checkbox"/> Sketch or photograph of the accident scene<input type="checkbox"/> Correspondence received from another party (including court papers)	<ul style="list-style-type: none"><input type="checkbox"/> Driving licence<input type="checkbox"/> Proof of identity and address<input type="checkbox"/> Vehicle documentation such as V5, MOT and proof of purchase<input type="checkbox"/> Receipts and invoices<input type="checkbox"/> Finance documents	<ul style="list-style-type: none"><input type="checkbox"/> Attendance at court<input type="checkbox"/> Meetings with solicitors or us

(4) You must notify the police as soon as reasonably possible if **your vehicle** is lost, stolen or broken into.

Canceling this policy

(5) Your right to cancel

Following the expiry of your 14 day statutory cooling off period, the **principal policyholder** continues to have the right to cancel this policy and/or any additional cover options at any time during its term. If the **principal policyholder** does so, the **principal policyholder** 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. If the **principal policyholder** cancels this policy **we** will also charge a fee of £38 (plus Insurance Premium tax where applicable) to cover our administrative costs.

To cancel, please contact Aviva on **0345 030 6984**.

Our right to cancel

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

Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments under an Aviva monthly credit facility). If premiums or instalment payment(s) are not paid when due **we** will write to the **principal policyholder** requesting payment by a specific date. **We** will give you at least 14 days' notice in writing if **we** intend to cancel due to non-payment under an Aviva monthly credit facility. 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 and/or any additional cover options from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where the **persons insured** 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 of the General Conditions in this policy booklet.
- Where the **principal policyholder** has 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 booklet and the separate 'Important Information' notices supplied.

If **we** cancel the policy and/or any additional cover options under this section the **principal policyholder** 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 the 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 **we** will also charge a fee of £38.00 (plus Insurance Premium Tax where applicable) to cover our administrative costs.

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 the **principal policyholder** originally took it out.

It is the **principal policyholder's** responsibility to notify all **persons insured** that this policy has been cancelled.

Other insurance

(6) If at the time of any claim arising under this policy there is any other insurance covering the same loss, damage or liability, **we** will only pay our share of the claim. This condition does not apply to benefits under Section 3 – Injury to you or your partner.

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

(7) All reasonable steps to safeguard **your vehicle** from loss or damage must be taken at all times.

Your vehicle must be maintained in a roadworthy condition.

We will be allowed to have free access to examine **your vehicle** at all times.

Your duty to comply with policy conditions

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

Fraud

(9) If your claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to you. **We** may also take legal action against you to include recovery of any sums paid to you in respect of the fraudulent claim. If the fraudulent claim is made by the **Principal Policyholder we** may cancel the policy immediately, and backdate the cancellation to the date of the fraudulent claim. If the fraudulent claim is made by any **vehicle policyholder** or **named driver we** may remove all cover for that person from the date of the fraudulent claim.

Payments made under compulsory insurance regulations and rights of recovery

(10) 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** shall be entitled to recover such payments from the relevant **person insured** or the person who incurred the liability.

Direct right of access

(11) 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.

Monthly payment plan

(12) If the **principal policyholder** is paying the premium using our monthly credit facility, the **principal policyholder** must make the regular monthly payments as required in the credit agreement. If the **principal policyholder** does not do this **we** may cancel this insurance as set out in the General Conditions section of this policy booklet.

If the credit agreement requires the **principal policyholder** to pay a deposit, this deposit is required by the date the insurance starts or the policy will not be valid.

Mileage

- (13) **We** reserve the right to establish the mileage on **your vehicle** at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded, the premium will be increased to that which applies to the mileage driven. If **we** become aware that the annual mileage has been exceeded at the time of a claim, an additional premium will be charged. The higher premium will apply from the commencement of the **period of insurance**.

Vehicle sharing and insurance

- (14) If a contribution is received as part of a vehicle sharing arrangement involving the use of any vehicle 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:
- (a) vehicle is not constructed or adapted to carry more than eight passengers (excluding the driver).
 - (b) passengers are not being carried in the course of a business of carrying passengers.
 - (c) total contributions received for the journey concerned do not involve an element of profit.

Important

If **your vehicle** is used under a vehicle sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy, please contact **us** immediately for confirmation.

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 all 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 have a complaint about:

- A claim, please contact us on 0345 030 6925.
- If your complaint is regarding anything else, please contact us on 0345 030 6984.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Telephone call recording

For our joint protection telephone calls may be recorded and/or monitored.

Customer comments

If you have any comments or suggestions about our cover, services or any other feedback, please write to The Head of Customer Relations, Aviva, PO Box 15, Surrey Street, Norwich NR1 3LN. Or you may send your comments using our feedback form at

www.aviva.co.uk

We always welcome feedback so we can improve our products and services.

There's so much more to being with Aviva

- For discounts on our other insurance products
call **0800 096 5604**
or visit **[aviva.co.uk/discounts](https://www.aviva.co.uk/discounts)**
- For giveaways and savings on big name brands
visit **[aviva.co.uk/advantages](https://www.aviva.co.uk/advantages)**

For our joint protection, calls may be recorded and/or monitored.

Been involved in an accident?

- Please report all accidents to us immediately online at **www.aviva.co.uk/make-a-claim** or you can call us on 0345 030 6925.
- If you receive any contact from another party in relation to your claim, please re-direct this to us and we will handle it on your behalf.



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