

# Motor Insurance Policy

**Need to make a claim?**

**Tell us as soon as you can.**

Go to [aviva.co.uk/make-a-claim](https://aviva.co.uk/make-a-claim) or call us on **0345 030 6925**.

Our dedicated claims advisers are here to help you 24 hours a day, every day of the year.



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# Welcome. We've got you covered

## Important notice – Information and changes we need to know about

The **principal policyholder** must always take reasonable care to give full and correct answers to the questions **we** ask when you take out, make changes to and renew your policy.

Please tell **us** immediately if anything on your schedule, **certificate of motor insurance** or 'Information Provided By You' document changes. You also need to tell **us** about:

- a change to the **persons insured**.
- a change of **your vehicle**.
- 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.
- any vehicle modifications.
- any change affecting ownership of **your vehicle**.
- any change in the way that **your vehicle** is used.
- the address where you normally keep **your vehicle**.
- any change of job, including part-time for any of the **persons insured**.
- any physical or mental impairment suffered that must be notified to the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Agency Northern Ireland (DVA) for any of the **persons insured** or to be insured.

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

When you inform **us** of a change, **we** will tell you if this affects your policy, for example whether **we** can no longer offer cover or **we** need to change your premium.

If you don't give **us** full and correct information or tell **us** about the above changes, **we** may:

- refuse to pay all or part of a claim or cancel your cover
- change your premium, excess or cover

It is an offence under the Road Traffic Acts to provide incomplete or inaccurate information to the questions asked in your application for the purpose of obtaining a **certificate of motor insurance**.

Each renewal invitation is offered using the information **we** have at the time it was issued. **We** may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim, even if **we** are notified after your renewal date.

**We** recommend you keep a record (including copies of all letters) of all information provided to **us** for your future reference.

## The contract of insurance

The following elements form the contract of insurance between the **principal policyholder** (who acts on behalf of themselves and each **vehicle policyholder** and/or **named driver**) and **us**, please read them and keep them in a safe place:

- this policy booklet (and any changes **we** tell you about at renewal);
- information contained on your application and/or 'Information Provided by You' document as issued by **us**;
- your schedule – including any clauses (changes in the terms of your policy) shown on it;
- **certificate of motor insurance**
- information under the heading 'Aviva Motor Important Information' which **we** give you when you take out or renew your policy;

Each renewal of the policy represents a new contract of insurance. In return for payment of the premium **we** will insure you in the event of an incident listed in this policy booklet, providing you comply with the terms.

### **Our cancellation fees**

**We** apply cancellation fees under certain circumstances if **we** or you cancel your cover - more details can be found in the 'Aviva Motor Important Information' document.

## **How to get help**

### **Claims**

Motor claims in the UK:

Go online at [aviva.co.uk/make-a-claim](http://aviva.co.uk/make-a-claim) or if you need to talk to **us** call 0345 030 6925.

Motor claims in Europe:

Contact: (00 44) 160 360 3047

Motor Legal claim:

Contact: 0345 030 6925

Motor Legal advice:

Contact: 0345 300 2970

Complaints about a claim\*:

Contact: 0345 030 6925

Lines are open 24 hours a day.

### **Customer Services**

Questions or changes to your policy or the information you've given **us**:

Make your changes online at [aviva.co.uk/myaviva](http://aviva.co.uk/myaviva) or if you need to talk to **us** call 0345 030 6984

Complaints\*

Go online at [www.online.aviva.co.uk/not-happy](http://www.online.aviva.co.uk/not-happy) alternatively write to **us** at Building 8, Maxim Business Park, Eurocentral, ML1 4WR

Requests for large print, audio or Braille policy documents if you have a disability:

Email **us** at: [team@mail.online.aviva.co.uk](mailto:team@mail.online.aviva.co.uk) or call 0345 030 6984

Please refer to the opening hours at:

[Aviva.co.uk/help-and-support/contact-us/motor-insurance/#contact-details](http://Aviva.co.uk/help-and-support/contact-us/motor-insurance/#contact-details)

### **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.

\* For details of our Complaints procedure please see the 'What to do if you are unhappy' section in the 'Aviva Motor Important Information' document.

# Need to make a claim?

## What to do if you or your vehicle is involved in an incident:

It is important to contact **us** quickly, even if there is no damage to the vehicle(s) or property.

Let **us** know as soon as you can. You can go to [aviva.co.uk/make-a-claim](https://www.aviva.co.uk/make-a-claim). Or, if you need to talk to **us**, call 0345 030 6925. The sooner you tell **us** what's happened, the sooner **we** can help you and any third party. This helps **us** keep prices lower for you and all our customers. Our claims service is available 24/7, every day of the year.

## If you have had an accident or your vehicle has been damaged by fire, theft, or vandalism

**We'll** arrange:

- for you and your passengers to be taken home or to your destination in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.\*
- for **your vehicle** to be recovered to one of our **approved repairers**.
- to repair **your vehicle** or pay for it to be repaired and deliver it back to your home. The repair is covered by our Repair Guarantee.\*

If it's a write-off (can't economically be repaired), **we'll** quickly agree a settlement with you\*

## If you have a broken or chipped windscreen

**We'll** arrange for the glass to be repaired or replaced by one of our suppliers (only available with Comprehensive cover.)\*

## If you have had an accident with a third party and caused them injury and/or damage to their vehicle/property

**We'll** arrange:

- to manage the third party's claim, dealing with damage to their vehicle/property, providing mobility and handling any claims for injury suffered.

**We** will help resolve any claim from a third party on your behalf if anyone involved contacts you at any point after your incident, just pass them on to **us**.

\*Excesses and policy limits apply.

# Definitions

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

**Advanced driver assistance systems (ADAS)** Electronic systems fitted to **your vehicle** designed to assist with safety, the control and/or driving of **your vehicle**.

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

**Automated vehicle** A vehicle designated as being legally able to safely drive itself and is listed as an automated vehicle under the Automated & Electric Vehicles Act 2018.

**Certificate of motor insurance** The current document that proves **persons insured** 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 **persons insured** are allowed to drive other vehicles. The certificate of motor insurance does not show the cover provided.

**Computer system(s)** Any computer, hardware, **software**, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility.

**Cyber Act** A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any **computer system(s)** and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

**Data** All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of data including but not limited to operating systems, records, programs, **software** or firmware, code of series of instructions facts, concepts, code or any other information of any kind.

**Electric vehicle** A motor vehicle that is propelled solely by electrical power derived only from an electrical rechargeable battery which is charged externally.

**Fire** Fire, self-ignition, lightning and explosion.

**Market value** the cost of replacing **your vehicle** with one of the same make, model, specification, year, mileage and condition. The market value determined at the time of loss or damage, may also be affected by other factors such as MOT status (if one is required), how you purchased **your vehicle** and whether it has been previously declared a total loss.

**Partner** The husband or wife 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.

## Persons insured

**Principal policyholder** The person who has entered into this contract of insurance on behalf of themselves 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, 9 and 11 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).

**Software** Any software, safety critical software, firmware, operating systems, electrical control systems, **data**, **data** storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time

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

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

**Track day** Any event, organised or not, or location where vehicles are permitted to drive on any course, or track, which is free from traffic regulations.

**We/us** Aviva Insurance Limited and any representative appointed by us to act on our behalf.

**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).

\*The gross vehicle weight increases to 4.25 tonnes if **your vehicle** is a van which is an **electric vehicle**.

## Key



These boxes highlight information we want to particularly draw your attention to



These boxes give you additional helpful information



These boxes highlight what your policy does not cover

## Section 1. Loss of or damage to your vehicle

### 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
- pay you a cash amount equal to the loss or damage

The same cover also applies to accessories for **your vehicle**, and **electric vehicle** charging equipment (up to the limit shown in your schedule) while these are in or on **your vehicle** or while in your private garage.

**We** may decide to use parts or accessories not supplied by the original manufacturer, but which are of a similar standard, including recycled parts.

When **we** repair **your vehicle**, **we** will arrange for **ADAS** defects or errors due to the incident to be recalibrated or repaired.



Accessories are items permanently fitted to **your vehicle** which aren't directly related to how it works as a vehicle. For example, in-built satnavs, cameras, comms kit or roof-racks. You can only claim for accessories under this section.

The most **we** will pay is the **market value** of **your vehicle**.



There is no cover for loss or damage to **your vehicle** when the person driving was arrested and charged for Drink/Drug driving or failing to provide a specimen. Please refer to the General Exclusions section. In the event information presented by you misrepresents your claim **we** reserve the right to seek recovery under General Condition - Fraud.

### Vehicle recovery and journey continuation

Following an incident in the **territorial limits**, **we** will arrange to get **your vehicle** to one of our **approved repairers**.

**We** will deliver **your vehicle** back to your home address (shown on your schedule) after the repairs have been carried out.

For incidents which occur in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, **we** will also arrange to get the driver and passengers home or to their intended destination, or **we** will pay up to £500 for overnight accommodation or public transport. You will need to produce receipts to claim.

**What if I want to use a garage of my choice?**



**We** can arrange for **your vehicle** to be taken to a repairer of your choice if it is closer than our nearest **approved repairer**. This may lead to delays in arranging the repairs.

**We** will not be able to provide you with a courtesy vehicle and the excess you must pay will increase. If using your own repairer, you should arrange for any **ADAS** defects to be recalibrated or repaired.

**What are the benefits of using our approved repairers?**

Aviva provided benefit	Approved Repairer	Non-Approved Repairer*
No additional Non-Approved Repairer excess (as shown on your schedule)	✓	✗
Repair guarantee	✓	✗
Reduced customer involvement prior to repair start date	✓	✗
Aviva collection and return of <b>your vehicle</b>	✓	✗
Courtesy vehicle for repair duration**	✓	✗

\*Aviva does not provide these benefits if you use a garage that is not one of our **approved repairers**, if you use a non-approved repairer you will need to check what they provide.

\*\*Please refer to your schedule for entitlement.

**Repair estimate**

If using one of our **approved repairers**, **we** will not require you to submit an estimate for the repair works. If you use a garage that is not one of our **approved repairers**, **we** will require an itemised repair estimate which **we** must approve before the work begins. In the event an agreement on the cost of repairs at your chosen repairer cannot be reached, **we** reserve the right to ask you to:

- Arrange for **your vehicle** to be moved to our **approved repairer**
- Give **us** an itemised estimate from another repairer.

**New vehicle replacement**

There is no cover under this section if you have purchased Third Party, Fire and Theft cover.

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

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

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

- outright, or
- under a finance agreement where ownership passes to the **principal policyholder**, **vehicle policyholder** or **partner** and the Finance Company agrees.



### Important note

New vehicle replacement does not extend to vehicles sold as 'Ex-demonstrators' or 'Nearly new'.



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**.

### Child seats

There is no cover under this section if you have purchased Third Party, Fire and Theft cover.

If child seats are fitted in **your vehicle** and you make a claim under this section **we** will pay the cost to replace them even if there is no apparent damage.

### Repair guarantee

**We** will provide a lifetime guarantee on repair quality carried out on **your vehicle** by our **approved repairer** for as long as you own **your vehicle**. Repair quality means bodywork repairs, paint repairs and workmanship which is the work carried out by skilled technicians. 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.

### Excesses

An excess is an amount you will have to pay towards any claim.

- An excess will apply to most claims.
- An additional excess will apply if the driver is 24 or under.
- A further excess will apply if you choose to have **your vehicle** repaired in a garage that is not one of our **approved repairers**.
- Your schedule will show the excesses you will have to pay towards any claim. If more than one excess applies to your claim, the excesses will be added together.
- If you are hit by an uninsured driver and provide **us** with the other driver's name, contact details and their vehicle registration number, **we** will refund the excess you paid. This only applies where the driver of **your vehicle** is not at fault.

#### What if my vehicle is on finance?

If **we** know that **your vehicle** is still being paid for under a finance agreement, **we** will pay any claim to the owner described under that agreement.



- Where **your vehicle** is on finance and the agreement allows you to own or purchase the vehicle, any difference between what **we** pay the finance company and the **market value** will be paid to you.
- Where **your vehicle** is not or cannot be owned by you under the agreement (contract hire and some leasing arrangements) **we** will pay its asset value to the true owner.

If the outstanding amount of your finance exceeds any payment made under this policy you will still be responsible for paying this.

The most **we** will pay is the **market value** of **your vehicle**.

## Optional – Courtesy vehicles

This optional cover is not available if you have purchased Third Party, Fire and Theft cover.

Your schedule will show if a courtesy vehicle will be supplied following a claim.

The courtesy vehicle supplied is not intended to be an exact replacement for **your vehicle** and cannot be provided until your claim has been accepted and cover has been confirmed. Only persons named on the **certificate of motor insurance** as being entitled to drive the vehicle that the courtesy vehicle replaces are covered (subject to the terms and conditions of the vehicle provider).

The length of time a courtesy vehicle is provided depends on whether **your vehicle** is being repaired or not:

- If **your vehicle** is being repaired by an **approved repairer**, a courtesy vehicle will be provided for the duration of the repairs.
- If **your vehicle** cannot be repaired or is stolen, a courtesy vehicle will be provided for up to 28 days, or until you receive your settlement (whichever is earliest).

What type of courtesy vehicle will I be provided with?	
Level of cover shown on your schedule	Vehicle provided
Standard courtesy car	Small three-door hatchback with four seats
Enhanced courtesy car	Five-door vehicle with five seats
Car derived van	Van styled car equivalent
Panel style van	Van which has rear doors but no rear seats or rear side windows
Panel style van with long wheel base	Long wheel base van which has rear doors but no rear seats or rear side windows

### Important note

- If the repairer chosen is not one of our **approved repairers**, a courtesy vehicle will not be provided.
- A courtesy vehicle will not be provided if you are making a claim solely under Section 9 – Glass.
- If **your vehicle** is immobile or unroadworthy, **we** aim to provide a courtesy or hire vehicle within one working day. 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.
- 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; any charges for fitting ancillary items such as roof boxes; any excess which would have applied to **your vehicle** which is temporarily replaced; or any charges and costs where the courtesy vehicle is not returned by the end of the maximum benefit period provided by 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, any provision for towing, or any trailers or caravans.
- 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.
- **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, **fire** 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**.



# Exclusions to Section 1

What **we** won't pay for:

- Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts.
- Loss or damage if, at the time of the incident, it was being driven or used without your permission by someone you know (unless you have reported them to the Police).
- Loss or damage arising from use of **your vehicle** while taking part in a **Track day** or driving on the Nürburgring Nordschleife.
- Loss or damage arising from **theft** while:
  - **your vehicle's** ignition keys (including any key, device or code used to secure, gain access to, or to enable **your vehicle** to be driven) have been left in or on **your vehicle**.
  - **your vehicle** has been left unattended with the engine running.
- Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Where **your vehicle** is equipped for the cooking or heating of food or drink, loss or damage by **fire** caused directly or indirectly from use of the cooking or heating equipment.
- Loss of or damage caused by the unauthorised, and/or malicious access to **computer system(s)** or electronic components and systems, resulting in any reprogramming of **software**, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the Vehicle Manufacturer.



## Section 2. Your liability

**Persons insured** are covered against all amounts which may have to be paid as a result of them being legally liable for an accident, involving **your vehicle**, resulting in:

- another person's death or injury
- damage to another person's property (up to a maximum amount as shown in your schedule, plus an additional amount to cover claimant's costs and expenses).

### Important note

If **your vehicle** is carrying any of these high category hazardous goods or being used or driven at any of these hazardous locations, the amount **we** will pay for damage to another person's property will be 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.



### 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

### 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

### Emergency treatment

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

### Legal costs

We will pay the legal costs of any legal representative we agree to, to defend any **persons insured** at a coroner's inquest or fatal accident inquiry or in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation, following an incident covered by this section. This cover does not extend to a plea of mitigation (unless the offence **persons insured** are being charged with carries a custodial sentence) or appeals.

### Liability of other persons driving or using your vehicle

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.

### Duty of care – driving at work, legal costs

We will pay:

- the **persons 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 – Covered up to £100,000
  - Health and Safety at Work (Northern Ireland) Order 1978 – Covered up to £100,000
  - Corporate Manslaughter and Corporate Homicide Act 2007 – Costs covered are unlimited

## Exclusions to Duty of care - driving at work, legal costs

We will not pay:

- 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.
- 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.
- for proceedings which result from any deliberate act or omission by **persons insured**.



## Driving other cars

There is no cover under this section if you have purchased Third Party, Fire and Theft cover.

We will insure the **vehicle policyholder** while driving any other car\* (as long as they don't own it or it is not being hired or provided to them under a hire purchase agreement or any other finance agreement) within the **territorial limits** providing:

- 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 other cars\*.
- the vehicle is not an **automated vehicle**.

**Named drivers** are not entitled to benefits provided under the Driving other cars cover.

\* For the purposes of this section only, the definition of 'car' includes a van under 3.5 tonnes gross vehicle weight, or a van which is an **electric vehicle** under 4.25 tonnes gross vehicle weight, subject to the limitations of use as defined on the **certificate of motor insurance**.



### Important note

The cover provided to the **vehicle policyholder** is limited to third party damages only.

## Exclusions to Section 2

What **we** won't pay for:

- anything which **persons insured** can claim for under another policy.
- the death of, or injury to any employee of the **persons insured** which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the Road Traffic Acts.
- loss of or damage to property that:
  - belongs to or is in the care of any **persons insured** who claim under this section, or
  - is being carried in **your vehicle**.
- damage to the motor vehicle covered by this section.



- a claim where **your vehicle** is an **automated vehicle** and is being driven or used in automated driving mode and the **persons insured** at the time of an accident has:
  - made, or permitted alterations to any **software** which relates to functioning of **your vehicle** as an **automated vehicle**, except those provided and/or approved by the vehicle manufacturer and/or;
  - failed to install or permit installation of any safety critical **software** updates relating to the functioning of **your vehicle** as an **automated vehicle** which the **persons insured** ought reasonably to have known were safety critical (**software** updates are safety critical if it would be unsafe to use the vehicle in question without the updates being installed).
- loss, damage, death or injury while any motor vehicle is being used on:
  - that part of an aerodrome or airport used for aircraft taking off or landing,
  - aircraft parking areas including service roads,
  - ground equipment parking areas, or
  - any parts of passenger terminals within the Customs examination area, unless **we** must provide cover under the Road Traffic Acts.
- 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 (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 **persons 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.

- 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.



- death or injury of any person caused by:
  - food poisoning, or
  - anything harmful contained in goods supplied, or
  - any harmful or incorrect treatment given at or from **your vehicle**.
- ⊗ • 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.
- any claim if any **persons insured** under this section do not keep to the terms and conditions of this policy.

## Section 3. Motor Injury Protection

There is no cover under this section if you have purchased Third Party, Fire and Theft cover.

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

- a road traffic accident in direct connection with the use of **your vehicle** and/or
- travelling in, getting in to or out of **your vehicle**

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

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**, their **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.

### Optional – Motor Injury Protection Plus

This optional cover is not available if you have purchased Third Party, Fire and Theft cover.

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 the **vehicle policyholder**, their **partner** or **named drivers** 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**, their **partner** and **named drivers** if they are injured as a direct result of **your vehicle** 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.


## Exclusion to Section 3

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

## Section 4. Medical expenses and services

There is no cover under this section if you have purchased Third Party, Fire and Theft cover. 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.

## Exclusion to Section 4


 **We won't cover physiotherapy under this section.**

## Section 5. Vehicle recovery in the event of illness

There is no cover under this section if you have purchased Third Party, Fire and Theft cover. 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 won't cover:**

- any incident which occurs outside the **territorial limits**.
  - any incident where **your vehicle** is within a quarter of a mile of your home address or place where **your vehicle** is usually kept.
  - any incident where **your vehicle** 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 6. Personal belongings

There is no cover under this section if you have purchased Third Party, Fire and Theft cover.

**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.



As well as the personal belongings in **your vehicle**, this section also covers portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **your vehicle**. You can only claim for personal belongings under this section.



### Important note

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** won't cover:



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

## Section 7 – Tool Cover

There is no cover under this section if you have purchased Third Party, Fire and Theft cover.

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.



### Important note

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 7

**We won't cover:**

- goods or samples, stock and materials.
- loss or damage arising from **theft** not involving forcible entry to **your vehicle**.
- 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 8. No claim discount

### No claim discount

No claim discount will increase by one year every renewal if you remain claim free, up to five years.

**We** will hold your claim free record for up to 15 years. No claim discount will be earned separately by each **vehicle policyholder**, on each vehicle they insure, and is not transferable. For every claim you make in a **period of insurance** your no claim discount will decrease\* on the affected vehicle at next renewal (unless you have protected it) in line with the table within this section.

If a claim is still outstanding at renewal, **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 you may have paid.

### 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 where fault is disputed with another party 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.

\*Claims for glass only, replacing the locks in **your vehicle** and any payments **we** make for emergency medical treatment under the Road Traffic Acts will not reduce your no claim discount.

If you have Comprehensive cover and **your vehicle** is lost or damaged as a result of one of the following incidents and you make a claim under Section 1 – Loss of or damage to your vehicle, **we** will not reduce your no claim discount:

- **fire** and or **theft** of or from **your vehicle**;
- flood;
- hit whilst parked;
- vandalism/malicious damage;
- collision with wild or domestic animal;
- potholes;
- hit by object or debris (excluding other vehicles);
- storm damage caused by falling or flying objects.

You will need to report the incident to the police and provide **us** with the crime reference number, if **your vehicle** is vandalised/suffers malicious damage. You will still have to pay your excess.

## Optional – Protected no claim discount

When you have earned three or more years no claim discount, you can pay an extra premium to protect your no claim discount. If you do this, you can make one claim each year and your no claim discount will stay the same. Protecting your no claim discount does not protect the overall price of your insurance premium but it does guarantee your premium will not increase as a direct result of one claim. The table within this section shows what will happen to your no claim discount if you make a claim, including the difference protecting your no claim discount makes.

Your no claim discount now	Number of claims made in period of insurance	Your no claim discount 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

## Uninsured driver promise

If you are hit by an uninsured driver and provide **us** with the other driver's name, contact details and their vehicle registration number, **we** will not reduce your no claim discount. This only applies where the driver of **your vehicle** is not at fault.

## Section 9. Glass

There is no cover under this section if you have purchased Third Party, Fire and Theft cover.

**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**. **We** may use suitable parts not supplied by the original manufacturer.

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

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

### Important note

- You must get in touch with **us** before any work is carried out. You can report your glass claim online at **Aviva.co.uk/myaviva** or you can call **us**. **We** will direct you to our **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.
- 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.
- It is important to get any windscreen dependent **ADAS** (such as autonomous emergency braking, adaptive headlights, lane departure and traffic sign recognition) repaired or recalibrated as part of your glass claim.



## Section 10. Continental use

### Continental use – compulsory insurance requirements

This policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in the following countries:

Andorra, Austria, Belgium, Bosnia and Herzegovina, 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).

### Important 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 of or damage to the vehicle being driven. To find out how to extend your cover, please refer to 'Extending your continental use cover' below.



Although the UK is no longer part of the European Union, your **certificate of motor insurance** provides sufficient evidence for travel in the European countries as listed above.

For some countries, you might need an International Driving Permit (IDP). IDPs are available at post offices.

Onward travel for the driver, passengers and luggage is not extended by this section but is available if you have purchased our European breakdown optional cover, as shown on your schedule.

### Optional – Extending your continental use cover

This optional cover is not available if you have purchased Third Party, Fire and Theft cover.

For an extra premium, the cover on **your vehicle** 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.

If you have purchased the optional covers; Courtesy vehicles, UK Breakdown (Rescue Cover) and/or Motor Legal, they do not operate outside the **territorial limits**. 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**.

## Section 11. Replacement locks

There is no cover under this section if you have purchased Third Party, Fire and Theft cover.

If your ignition keys, (including any key, device or code used to secure, gain access to, or to enable **your vehicle** to be driven), are lost or stolen, **we** will pay the cost to replace the affected locks, transmitters, central locking interface and any affected parts of the alarm and/or immobiliser.

The most **we** will pay will be the **market value** of **your vehicle**.

Your no claim discount will not be affected and no excess applies when claiming under this section.

If your schedule shows courtesy vehicle cover was selected, the benefits under ‘Section 1 – Optional Courtesy vehicles’ will apply in the event of a claim under this section.

## Exclusion to Section 11



**We** will not pay for device replacement where **your vehicle** uses a mobile phone, smartphone or smartwatch as a digital key.

## Section 12. Motor Legal

### Optional – Motor Legal cover

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.

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 **aviva.co.uk/myaviva**

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**.

## What is not covered

**We** will not pay any costs and expenses:

- which **we** have not agreed to or authorised;
- incurred prior to our acceptance of a claim;
- resulting from any legal action **you** take without our prior approval;
- for any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- resulting from any claim deliberately or intentionally caused by **you**;
- relating to an application for judicial review;
- 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;
- 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;
- for losses already paid by **us** under any other section of this policy.
- resulting from a defence of motoring offences arising from prosecutions for:
  - dishonesty or violent conduct;
  - drink or drug related offences; or
  - parking offences.

(X)

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 be 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 'Reasonable prospects of success explained' box 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.

## 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.

## Section 13. Electric vehicle out of charge recovery

There is no cover under this section if you have purchased Third Party, Fire and Theft cover.

Provided that you notify the incident via 0345 030 7780 and follow all advice given, your no claim discount will not be affected, and no excess applies when claiming under this section.

### What is covered?

Where **your vehicle** is an **electric vehicle** up to 3.5 tonnes gross vehicle weight\* and cover is Comprehensive and **your vehicle** high voltage battery has run out of charge in the **territorial limits** during the **period of insurance**, we will arrange for the RAC to either:

- charge your **electric vehicle** battery with enough power to get to a working charging point, or
- transport **your vehicle**, including the driver and up to seven passengers, to the nearest working charging point or premises owned by the **principal policyholder**, whichever is closer.

\*The gross vehicle weight increases to 4.25 tonnes if **your vehicle** is a van which is an **electric vehicle**.

## Exclusions to Section 13

What we won't pay for:

- any incident where **your vehicle** is within a quarter of a mile of your home address or place where **your vehicle** is usually kept.
- while **your vehicle** is already at a garage or other place of repair.
- the cost of any transportation, accommodation, or care of any animal.
- charging costs at the working charging point **your vehicle** is taken to.
- any loss of value of **your vehicle**.
- damage to **your vehicle** as a result of the battery running out of charge.
- any consequential costs incurred during the recovery process.



## Section 14. Home charging point cover

There is no cover under this section if you have purchased Third Party, Fire and Theft cover.

The following definition only applies to this section of the policy.

### Your property

The **principal policyholder's** main house, flat, any attached outbuilding (for example, a private garage or lean-to shed) and the land within the boundary of your property.

These must all be at the address shown on your schedule.

**We** will not cover:

- any commercial property.
- any let property.
- any communal spaces.

## What is covered?

Home charging points used to recharge your **Electric Vehicle** or Plug in Hybrid Vehicle at **your property** are covered for breakdown of the charging point and the electrical wiring between the fuse box and the charging point, which cause loss of use of the charging point.

### Examples of claims covered

- Failure of the electrical wiring leading to the charging point unit as a result of a DIY accident.
- Breakdown of fuse box causing loss of use of the charging point.
- Lost power to the circuit which the home charging point is connected to.
- Permanent damage to the domestic electrical wiring leading to the charging point caused by a power cut or power surge.
- Electrical failure of a home charging point.



## Claims process and limit

To make a claim under this section, please call 0345 030 7616.

Work will be carried out by an approved engineer, authorised by Homeserve.

- The most **we** will pay is £2,000 per claim
- No limit to the number of claims

## Home charging point is beyond economical repair

If the parts required to repair a home charging point are not available or if the parts required exceed 85% of the cost of a new charging point, a replacement of similar functionality will be installed. Please note, no cash alternative will be offered.

Your no claim discount will not be affected, and no excess applies when claiming under this section.

## Exclusions to Section 14

### What **we** won't pay for:

- a power cut to the **your property** that has not caused permanent damage.
- the resetting of circuit breakers, which can be reset by you.
- any wiring/electrics outside of **your property** which are buried below ground level.
- updating **your property's** wiring (except where necessary as part of a repair).
- repairing or replacing wiring encased in rubber or lead.
- any part of the electrical wiring where completing a repair would result in a breach of the current electrical wiring regulations and electrical safety standards.
- home charging points which are covered by an existing warranty, or where the failure is not a fault in the device itself (for example a software or internet issue).
- any wiring that does not directly lead to the charging point.
- any home charging point and wiring that was not installed by a qualified electrician (**we** may ask you to produce evidence of installation).
- any loss or damage which is covered by any other insurance policy.
- charging points over 32 amps.



# General Exclusions

## These exclusions apply to all covers in this booklet

What **we** won't 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, current and appropriate (for the type of vehicle) licence to drive **your vehicle**, or
    - is not complying with the terms and conditions of the licence.

**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.
  - (iv) if **your vehicle** is being used by any **persons insured** in connection with unpaid voluntary work.
- (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 arising from a deliberate act by you or any person, driving or using **your vehicle**
- (7) any accident, injury loss or damage arising from the use of **your vehicle** while taking part in any competitions, trial, performance test, race or trial of speed, including off road events and **track days**, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event



- (8) any accident, injury, loss or damage which happened whilst you or any **persons insured** to drive **your vehicle** as named on your **certificate of motor insurance** was driving **your vehicle** and was arrested and charged with:
- being over the legal limit for alcohol or drugs
  - driving whilst unfit through alcohol or drugs, whether prescribed or otherwise
  - failing to provide a sample of breath, blood or urine when required to do so, without lawful reason

If convicted of any of these offences, our liability under Section 2, will be restricted to meeting obligations under the Road Traffic Acts. In those circumstances **we** will recover from you and/or the **person insured** driving **your vehicle** all sums paid in respect of any claim arising from the accident.

- (9) any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any **Cyber Act** except to the extent that **we** must provide cover under the Road Traffic Acts.
- (10) any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** except to the extent that **we** must provide cover under the Road Traffic Acts

# General Conditions

**These conditions apply to all covers in this booklet.**

## 1. Accurate Information

The **principal policyholder** must always take reasonable care to give full and correct answers to the questions **we** ask. If you don't give **us** full and correct information, **we** may:

- change your premium, excess or cover
- refuse to pay all or part of a claim or cancel your cover

Please also see 'Important Notice – Information and changes we need to know about' in this policy booklet.

## 2. Claims Procedures

### Your duties

You must contact **us** as soon as reasonably possible and provide all the information, documents, evidence and help **we** need to settle your claim or pursue a recovery.

Anyone claiming under this policy or anyone acting on their behalf must 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 fatal accident inquiry.

Anyone claiming under this policy must not admit to any claim, promise any payment or refuse any claim without our consent.

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

### Our rights

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 further information, documents and assistance relevant to your claim.**

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

### 3. Cancellation rights

#### Your rights

The **principal policyholder** can cancel this policy and/or remove optional covers at any time by calling Customer Services.

Your cancellation rights in the 14 day statutory cooling off period are shown in your 'Aviva Motor Important Information' document.

The table headed 'Our cancellation fees' which can be found in your 'Aviva Motor Important Information' document gives details of when a cancellation fee will be charged.

#### Our rights

**We** may cancel this policy or optional covers where there is a valid reason, for example where:

- you have not paid your 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;
- **we** reasonably suspect fraud;
- any **persons insured** have failed to co-operate with **us** and this affects **our** ability to process a claim or defend **our** interests;
- or the **principal policyholder** has not taken reasonable care to provide complete and accurate answers to the questions **we** ask;
- or you harass our staff or representatives, or behave in an abusive or threatening manner.

Where **we** cancel, **we** will always give at least seven days' notice, by post or email, to the last address the **principal policyholder** has given **us** and explain why. The exception is where **we** have evidence that you have acted fraudulently or deliberately given **us** incorrect or incomplete information when **we** may cancel your policy without notice and backdate the cancellation to the date when this happened, which could be when you first bought your policy.

#### Will I get a premium refund?

- If your policy or any optional cover is cancelled before the cover starts **we** will refund the premium you have paid for the cancelled cover; or
- If the cancellation is after cover has started your refund will be based on how many days are left in the **period of insurance** which you have paid for. **We** will also charge a cancellation fee (see 'Our cancellation fees' which can be found in your 'Aviva Motor Important Information' document).

The refund set out above will not apply if **we** cancel your policy because of your fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.



#### Important note

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

## Monthly payment plan

If the **principal policyholder** is paying the premium using an Aviva 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.

## 4. Other Insurance

If, at the time of an incident that leads to a claim on this policy, there is any other insurance covering the same loss, damage, expense or liability, **we** are entitled to approach that insurer for a contribution towards the claim and will only pay our share. This condition does not apply to any benefits under Section 3 – Motor Injury Protection. This provision will not place any obligation on **us** to accept any liability under Section 2 – Your liability which **we** would otherwise be entitled to exclude under the first exclusion to Section 2.

## 5. Your duty to prevent loss or damage

You and all **persons insured** must take reasonable care to safeguard **your vehicle** to prevent accidents, **theft**, loss or damage. You shall maintain **your vehicle** in a roadworthy condition and install any safety critical **software** updates made available by the vehicle manufacturer.

You must not modify, install or permit the installation of **software** except those provided by and/or approved by the vehicle manufacturer.

## 6. Your duty to comply with policy conditions

Our provision of insurance under this policy is conditional upon the terms, provisions, conditions and clauses (changes in the terms of your policy) of this policy being observed and fulfilled.

## 7. Fraud

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, vehicle policyholder** or any **named driver, we** may cancel the policy immediately and backdate the cancellation to the date of the fraudulent claim. If the fraudulent claim is made by **principal policyholder, vehicle policyholder** or any **named driver, we** may remove all cover for that person or the entire policy from the date of the fraudulent claim.

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

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 **persons insured** or the person who incurred the liability.

## 9. Direct Right of Access

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. This may affect your no claim discount.











## Been involved in an accident?

- Please report all accidents to us immediately online at **[Aviva.co.uk/myaviva](https://www.aviva.co.uk/myaviva)** 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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