

Keeping business on the move

Fleetwise Policy

| Retirement | Investments | **Insurance** | Health |



Thank you for choosing Aviva This policy sets out your full insurance details. If we can help in any way, just ask your insurance broker.

Contract of insurance	4	Section 4	16	Section 13	18
Information about your policy.....	5	Medical expenses		Vehicles laid up and out of use	
Administration charge		Section 5	16	Exceptions	
Choice of law		Personal belongings		Section 14	19
Telephone call charges and recording		Exceptions		Replacement locks	
Customers with disabilities		Section 6	16	Section 15	19
Use of Language		Trailers – attached and detached		Personal accident cover	
Definition of terms.....	6	Attachments		Exceptions	
Your policy cover		Exceptions		Section 16	19
Section 1	8	Section 7	17	Child seat cover	
Loss of or damage to your vehicle		Continental use/Compulsory insurance requirements		Section 17	19
Repair authorisation		Section 8	17	Section 17 Legal services and advice	
New private car and goods-carrying vehicle replacement		Unauthorised use or driving		Conditions	
Courtesy Vehicle		Section 9	17	Exceptions	
Exceptions		Unlicensed drivers		General exceptions	22
Section 2	13	Section 10	17	General conditions.....	23
Your liability to third parties		Emergency treatment		Car sharing.....	26
Liability of other persons driving or using your vehicle		Section 11	18	Complaints procedure	27
Indemnity to owner (leasing or hiring agreements)		Contingent liability		Clause A99 Breakdown	28
Indemnity to legal personal representatives		Exceptions			
Legal costs		Section 12	18		
Cross liabilities		Passengers’ and drivers’ personal belongings (Coaches only)			
Application of indemnity limits		Exceptions			
Exceptions					
Section 3	16				
Indemnity to principals					
Exceptions					

Welcome to Fleetwise – and Fleetline.

First things first – it's important that you keep this document in a safe place, and keep note of your policy number and the Fleetline number **(0800 246 876)** so we can help you as quickly as possible in the event of an emergency.

And if you have any questions about your Fleetwise cover, or would like it to cover even more, just get in touch with your insurance broker.

Fleetline – there to help 24/7, 365 days a year

If you need to make a claim, simply call Fleetline on **0800 246 876**. Our national network of repairers provides repairs guaranteed for three years.

Making a claim

If one of your fleet drivers is involved in an accident or needs to make a claim, just one call to Fleetline will help get your business back on the road as quickly and as easily as possible. And you'll have a dedicated Personal Incident Manager to handle your claim from beginning to end, hassle-free and form-free. They'll keep you up to date on its progress too.

They'll first need to confirm that the incident is covered by your policy, and let you know of any excess you'll need to pay. And then our expert claims department will get to work getting your business back on track. If the vehicle can't be driven, your Personal Incident Manager will also help by:

- arranging for vehicle recovery to an approved repairer; and
- getting in touch with anyone who needs to know that you've been involved in an accident.

Breakdown and European Motoring Assistance

If your Fleetwise policy includes Breakdown and European Motoring Assistance, you can call Fleetline if you break down and they'll arrange for RAC to get you back on the road.

Contract of insurance

The contract of insurance

This policy is a contract of insurance between you, the policyholder, and us, Aviva. This policy, the application or any statement of facts, any clauses endorsed on the policy, the schedule and the certificate of motor insurance form the contract of insurance between you and us.

In return for you paying your premium, we will provide the cover shown in the schedule for any accident, bodily injury, loss or damage that happens within the territorial limits during the period of insurance.

Important

This policy is a legal contract. You must tell us about any material circumstances which affect your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence our judgement in determining whether to provide the cover and, if so, on what terms. If you are not sure whether a circumstance is material ask your insurance adviser. If you fail to tell us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information you give us or your insurance adviser when you renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in us automatically being discharged from any liability, then such a breach shall result in any liability we might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that we will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or

- loss at a particular location, and/or
- loss at a particular time,

then we agree that we may not rely on the non-compliance to exclude, limit or discharge our liability under this policy if you show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Information about your policy

Administration charge

We reserve the right to apply an administration charge of up to £20 (plus Insurance Premium Tax where applicable) for any adjustments you make to your policy.

Choice of law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

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 your usual insurance adviser.

Use of Language

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

Definition of terms

To save lengthy repetition, wherever the following words or phrases occur in this policy they will have the meaning set out below. A particular word or phrase, which is not defined, will have its ordinary meaning.

Accessories

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

Attachments

Any item of equipment which can be added to a special types vehicle.

Certificate of Motor Insurance

The current document that proves you have the motor insurance required by the Road Traffic Act to use your vehicle on a road or other public place. It shows who can drive your vehicle and what you can use it for.

It does not show the cover you have.

Clause

An additional or alternative wording which, when applied to your policy, changes its terms. Those clauses applicable are identified in your schedule.

Excess

The amount, or amounts, shown in your policy, schedule or clause, which we deduct from each and every claim for loss of or damage to your vehicle or other property insured.

The amount applies to each individual vehicle.

Fire

Fire, self-ignition, lightning and explosion.

Green Card

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

Ignition keys

Any key, device or code used by you to secure, gain access to, and enable your vehicle to be started and driven.

The insured/Insured person/You/Policyholder

The person, persons, company or companies described as the insured in the schedule.

The insurer/Me/Us/Company/Aviva

Risks situated within UK and other countries excluding the EEA – Aviva Insurance Limited. Risks situated within EEA – Aviva Insurance Ireland Designated Activity Company

Market value

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

Period of insurance

The period of time covered by this policy as shown in the schedule and any further period for which we agree to insure you.

Personal belongings

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

Principal

Any person who employs you to act in his or her place or on his or her behalf.

Road Traffic Acts

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

Schedule

The document which gives details of the cover you have.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, 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, Romania, Slovakia, Slovenia, Spain, Sweden, and Switzerland (including Liechtenstein).

Terrorism

1. Any act or acts including but not limited to:
 - a. the use or threat of force and/or violence;
and/or
 - b. 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 or so claimed in whole or in part for political, religious, ideological or similar purposes.
2. Any action taken in controlling, preventing, suppressing or in any way relating to 1. above.

Theft

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

Trailer

Any drawbar trailer, semi-trailer or articulated trailer.

Where your vehicle is an agricultural vehicle the term trailer includes any agricultural or forestry implement or machine.

Your vehicle

Any motor vehicle:

- a. registered in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and described in the schedule or any other motor vehicles for which details have been supplied to us and a certificate of motor insurance has been delivered to you and remains effective; or
- b. described in the schedule of vehicles headed 'Vehicles laid up and out of use' and for which policy cover codes D or E only apply; or
- c. not belonging to you nor hired, leased or lent to you which is causing an obstruction or otherwise preventing the operation of your business and which is being moved to facilitate the passage of a vehicle; or
- d. any motor car or goods-carrying vehicle loaned to you, or a permitted driver shown on your certificate of motor insurance, by a supplier we have nominated following a claim under the policy, which is a motor car or goods-carrying vehicle.

Specific definitions of 'your vehicle' appearing in this policy are set out opposite.

Agricultural Vehicle

Any type of tractor or mechanically propelled implement including any other vehicle used solely for agricultural or forestry purposes where a Road Fund licence is not required or which is used under a licence with exemption from duty under Section 5 (Schedule 2) of the Vehicle Excise and Registration Act 1994 which appears in the schedule of vehicle types as Agricultural Vehicle.

Goods-carrying Vehicle

Any motor vehicle manufactured or adapted for the carriage of goods (other than an Agricultural Vehicle) which appears in the schedule of vehicle types as Goods-carrying Vehicle.

Hire Cars

Any passenger-carrying motor vehicle (excluding London Taxis) authorised to carry less than 17 passengers and used for the carriage of passengers for hire or reward which appears in the schedule of vehicle types as Hire Car.

London Taxi

A passenger-carrying motor vehicle constructed as such, used in the Metropolitan Police Districts, and licensed by the Commissioner of Police of the Metropolis in accordance with the Metropolitan Public Carriage Act 1869 and the London Cab and Stage Carriage Act 1907, which appears in the schedule of vehicle types as London Taxi.

Motor Coach

Any passenger-carrying motor vehicle authorised to carry 17 passengers or more, standing or seated, which appears in the schedule of vehicle types as Motor Coach.

Motor Cycle

Any mechanically propelled two-wheeled vehicle with or without a sidecar or trailer attached which appears in the schedule of vehicle types as Motor Cycle. (A three-wheeled

vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 46 centimetres apart shall be classed as a Motor Cycle.)

Motor Trade Plate

Any vehicle which is carrying in the manner prescribed by law a trade plate which appears in the schedule of vehicle types as Motor Trade Plate.

Private Car

Any passenger-carrying motor vehicle with not more than 17 seats (including the driver) and not used for hire or reward which appears in the schedule of vehicle types as Private Car.

Special Types Vehicle

Any motor vehicle manufactured or adapted to operate primarily as a tool and not designed for the carriage of goods or passengers which appears in the schedule of vehicle types as Special Types Vehicle.

Private Hire

Use of a passenger-carrying vehicle for the carriage of passengers for hire or reward other than under a Hackney Carriage licence. Note: Plying for hire in the street or operating from taxi ranks without the requisite Hackney Carriage licence is not permitted by law. It is legal for Private Hire operators to use two-way radios, radio telephones and the like to direct vehicles to customers.

Public Hire

Full taxi use under a Hackney Carriage licence. Vehicles which ply for hire in the street or operate from a central stand are included. Two-way radios, radio telephones and the like may be used.

Your policy cover Check here to see what you're covered against.

Code*	Type of cover	Sections which apply
A	Comprehensive	Sections 1 to 12 and 14 to 17
B	Third Party Fire and Theft	Sections 1 and 16 operate only in respect of loss or damage caused directly by fire or by theft Sections 2, 3, 6 to 12, 14 and 17
C	Third Party Only	Sections 2, 3, 6 to 12 and 17
D	Fire Theft and Accidental Damage	Section 13
E	Fire and Theft Only	Section 13 subsection 1

Section 1 Loss of or damage to your vehicle

If your vehicle is lost, stolen or damaged, we will at our option:

- pay for your vehicle to be repaired; or
- replace your vehicle; or
- pay the amount of the loss or damage in cash.

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

The same cover also applies to accessories and spare parts relating to your vehicle while these are in or on your vehicle (or while in your private garage if your vehicle is a private car).

If we know that you are still paying for your vehicle under a hire purchase, leasing or contract hire agreement, we will pay any claim to the owner described in that agreement. Our liability under this policy will then end.

The maximum amount we will pay will be the market value of your vehicle immediately prior to the loss or damage.

*See code indicated in the schedule.

Repair authorisation

You may authorise reasonable and necessary repairs without first obtaining our consent provided that a detailed estimate of the cost of repairs is sent to us as soon as possible.

Accident recovery and assistance

In the event of damage to your vehicle in the territorial limits which is covered under this section, we will arrange for the protection and removal of your vehicle and for someone to come out and help at no additional cost.

If your vehicle cannot be made roadworthy immediately and you agree, it will be taken to our nearest approved repairer or to a repairer of your choice. However, choosing your own repairer may lead to delays in arranging repairs.

We can also arrange for transport home or completion of a journey for the driver and passengers, or

1. pay for their overnight accommodation, excluding the cost of meals and drinks, and/or
2. refund the cost of alternative transport to reach the end of their journey.

You will need to produce receipts in order to claim for these costs.

The maximum we will pay is

- a. £100 per person
- b. £500 per accident.

If your demands are excessive, unreasonable or impracticable we can choose to cancel services or refuse to provide them.

We will pay for the delivery of your vehicle back to your address in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man after repairs have been carried out.

New private car and goods-carrying vehicle replacement

Where your vehicle is a private car or goods-carrying vehicle we will replace your vehicle with a new vehicle of the same make and specification (subject to availability) if within twelve months of purchase new by you (or within twelve months of registration if subject to a leasing or contract hire agreement) of a private car or within six months of purchase new by you (or within six months of registration if subject to a leasing or contract hire agreement) of a goods-carrying vehicle:

- any repair cost or damage covered by the policy exceeds 50% of the United Kingdom list price of your vehicle (including vehicle taxes) at the time of its purchase; or
- your vehicle is stolen and not recovered.

We will only replace your vehicle if:

- you own the vehicle or you bought it under a hire purchase agreement or you leased or hired the vehicle under any type of leasing or contract hire agreement; or
- any interested hire purchase, leasing or contract hire company agrees; or
- you are the first registered owner of your vehicle unless it is subject to a leasing or contract hire agreement with you.

New private car and goods-carrying vehicle replacement does not apply to trailers.

Courtesy Vehicle

Standard courtesy car cover

Where your vehicle is a Private Car (not being a minibus) or a Goods-Carrying Vehicle (up to 7.5 tonnes GVW) and cover is either Comprehensive or Third Party Fire and Theft, following damage to the vehicle we will provide a courtesy car or, at your request, a courtesy van (up to 3.5 tonnes GVW) for the duration that your vehicle is being repaired by an Aviva approved repairer. Use of the courtesy vehicle for business and social, domestic and pleasure purposes is permitted.

Courtesy vehicles are supplied to reduce your inconvenience and where possible ensure you remain mobile throughout the duration of your claim. It is not intended to be an exact replacement for your own vehicle. All courtesy vehicles will have comprehensive cover under your existing policy for the period of the loan, regardless of what level of cover you have requested for your car or goods-carrying vehicle.

Please note that a courtesy vehicle cannot be provided until your claim has been accepted and cover has been confirmed.

The table overleaf tells you what type of courtesy vehicle you will receive according to your policy cover and situation.

This should be read in conjunction with the important information.

Important information

- A standard courtesy car is a Class A vehicle which is a small hatchback car.
- A standard courtesy van is a Class V1 vehicle which is a car derived van or small van.
- If your vehicle is immobile or unroadworthy we aim to provide a courtesy or hire car within one working day (however, if an incident occurs during a weekend, public holiday or Bank Holiday it may not be possible to provide a courtesy car until the following working day).
- In order to avoid undue delays, please advise us during the early stages of your claim if an automatic transmission courtesy car is required. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic.

Discounted car hire or van hire option through Aviva

When contacting Fleetline, following damage to your private car (not being a minibus) or a goods-carrying vehicle (up to 7.5 tonnes GVW), you will be given the option of upgrading from the Class A courtesy car subject to a hire fee being payable by you. If you decide to upgrade your courtesy car from a Class A car, you will be entitled to either:

- a Class E car, if your vehicle is a private car (not being a minibus); or
- a Class V2 van, if your vehicle is a goods-carrying vehicle (up to 7.5 tonnes GVW)

for the same cover and duration as those stipulated in the table overleaf.

You may use the Class V2 van for business purposes in addition to social, domestic and pleasure purposes.

All cars or vans will have comprehensive cover under your existing policy for the period of the hire, regardless of what level of cover you have requested for your car or goods-carrying vehicle.

Conditions applying to courtesy car and car hire and van hire covers

1. You will be responsible for:
 - the cost of fuel used;
 - collection and delivery charges (if they apply);
 - any charges for fitting accessories; and
 - any excess which would have applied to your vehicle which is temporarily replaced.
2. If your policy includes Breakdown and European Motoring Assistance it will not apply to this part of the policy.

Returning replacement vehicles

The replacement vehicle will be supplied on the condition that you will return it to the depot which supplied it unless alternative arrangements have been made with the supplier.

What cover do I have?	What is my situation?	What am I entitled to?
Standard courtesy car on Comprehensive policies	<ol style="list-style-type: none"> 1. My car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by an Aviva approved repairer. 2. My car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by a repairer of my choice. 3. My car/goods-carrying vehicle up to 7.5 tonnes GVW cannot be repaired or has been stolen and is not recovered. 4. My car is a 'grey' import and needs to be repaired. 	<ol style="list-style-type: none"> 1. The approved repairer will provide you with a Class A courtesy car or Class V1 courtesy van for the duration of repairs. 2. No courtesy car will be provided if an approved repairer is not used. 3. Your claims handler will arrange for a Class A hire car or Class V1 courtesy van for up to 14 days, or up until a settlement offer has been agreed (whichever is earlier). 4. If your car is a 'grey' import (whether you are aware of this or not) we will provide you with a Class A courtesy car or Class V1 courtesy van for up to 14 days only.
Standard courtesy car on Third Party, Fire and Theft policies	<ol style="list-style-type: none"> 5. My car/goods-carrying vehicle up to 7.5 tonnes GVW has been stolen and is not recovered or has been set on fire and is not repairable. 6. My car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by an Aviva approved repairer following a fire or theft. 7. My car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by a repairer of my choice following a fire or theft. 	<ol style="list-style-type: none"> 5. Your claims handler will arrange for a Class A hire car, or Class V1 courtesy van for up to 14 days, or up until a settlement offer has been agreed (whichever is earlier). 6. The approved repairer will provide you with a Class A courtesy car or Class V1 courtesy van for the duration of repairs. 7. No courtesy car will be provided if an approved repairer is not used.

Exceptions to Section 1

We will not pay for:

1. the first part of any claim (other than glass claims) as indicated below if your vehicle (including its accessories and spare parts) is lost, stolen or damaged:

the person driving your vehicle is:

- a. aged 20 years or under – excess £300;
 - b. aged 21 to 24 years – excess £200;
 - c. aged 25 years or over but has not held a full licence for 12 months to drive your vehicle – excess £200;
2. the first £75 of any claim for loss of or damage to the glass in your vehicle's windscreen, sunroof or windows or for any scratching of bodywork resulting solely and directly from the breakage;

the excess for glass:

- will not apply when the glass is repaired rather than replaced; and
- overrides any other general excess that would otherwise apply to glass claims;

3. the first part of any claim (other than glass claims) as indicated below if your vehicle (including its accessories and spare parts) is lost, stolen or damaged where your vehicle is being used in any country other than Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands. The following excesses apply in addition to those shown in 1. above and any other voluntary or compulsory excess that may apply.

- a. Goods-carrying vehicle:

- not exceeding 3.5 tonnes gross vehicle weight – excess £100;
- exceeding 3.5 tonnes gross vehicle weight but not exceeding 12 tonnes gross vehicle weight – excess £200;
- exceeding 12 tonnes gross vehicle weight – excess £300;

- b. Motor coaches – excess £400;

4. loss or damage (other than by fire or theft) where your vehicle is a mobile or self-propelled crane, if such loss or damage to your vehicle results from overturning arising in connection with the operation as a tool of your vehicle or of plant forming part of it or attached to it;

5. loss of use, depreciation, wear and tear;
6. mechanical, electrical or electronic failure, breakdown or breakage;
7. computer and equipment failure or malfunction;
8. damage to tyres caused by braking or by punctures, cuts or bursts;
9. loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
10. loss of value following repair;
11. loss or damage arising from theft while the ignition keys of your vehicle have been left in or on your vehicle;
12. loss or damage arising during or in consequence of riot or civil commotion occurring:
 - a. in Northern Ireland;
 - b. outside of the territorial limits;
13. loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

Section 2 Your liability to third parties

We will indemnify you in respect of compensation you are legally liable to pay and all other costs and expenses incurred with our written consent arising from:

- a. death or bodily injury to third parties, for an unlimited amount;
- b. damage to third party property up to a maximum of:
 - i. £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) where your vehicle is a private car or motorcycle;
 - ii. £5,000,000 (excluding claimant's costs and expenses and any other costs and expenses) in respect of all other vehicles;
 - iii. £5,000,000 for claimant's costs and expenses and any other costs and expenses in relation to damage to third party property.

This section only operates where such death, bodily injury or damage arises out of an accident caused by or in connection with:

- your vehicle including its loading and unloading; or
- any trailer while it is being towed by your vehicle.

In respect of terrorism where we are liable under the Road Traffic Acts the maximum amount that we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be:

- i. £5,000,000 in respect of all claims consequent on one originating cause; or
- ii. such greater sum as may in the circumstances be required by the Road Traffic Acts.

Liability of other persons driving or using your vehicle

On the same basis that we indemnify you under this section we will also indemnify the following persons:

- any person you give permission to drive your vehicle provided that your certificate of motor insurance allows that person to drive;
- any person you give permission to use (but not drive) your vehicle for social, domestic and pleasure purposes provided that such use is included within the certificate of motor insurance;
- any passenger travelling in or getting into or out of your vehicle;
- any hirer of your vehicle provided such use is not excluded by your certificate of motor insurance;
- at your request any of your directors or employees.

Indemnity to owner (leasing or hiring agreements)

If we know that your vehicle is the subject of a leasing or contract hire agreement between you and the owner of your vehicle, we will indemnify the owner in the same way that we indemnify you under this section if there is an accident while your vehicle is let on hire or leased under the agreement, as long as your vehicle is:

- not being driven by the owner;
- not being driven by a person employed by the owner; or
- in the charge of but not being driven by the owner or any person employed by the owner;

and the owner:

- cannot claim under another policy; and
- observes the terms, exceptions and conditions of this policy as far as they can apply.

Indemnity to legal personal representatives

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

Legal costs

If you, or anyone else, are involved in an accident which is covered under this section, we will pay the fees and disbursements of any legal representative we agree to, and defend anyone we insure 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; or
- appeals.

Duty of Care – driving at work, legal costs

We will pay:

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

We will not provide indemnity:

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with the business;
2. unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of you of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts;

3. in respect of proceedings which result from any deliberate act or omission by you; or
4. where indemnity is provided by another insurance policy.

The limit of indemnity in respect of such legal fees, expenses and costs is:

Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000;

Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited.

Cross liabilities

Where there is more than one insured person named in your schedule, cover will operate for each one as if they are the only insured person covered under this policy, but the total liability of the insurer for all compensation payable in respect of damage to third party property shall not exceed:

- i. £20,000,000 where your vehicle is a private car or motorcycle;
- ii. £5,000,000 in respect of all other vehicles

in respect of any claim or a series consequent on one original cause.

Application of indemnity limits

In the event of an accident involving payment by us to more than one person any limitation by the terms of this policy or any clause relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and your liability shall be settled in priority.

Exceptions to Section 2

We shall not be liable in respect of:

1. any claim if any person indemnified under this section fails to observe the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment of indemnity under any other policy;
2. death or bodily injury to an employee of the person indemnified which arises out of the course of such employment except where such liability is required to be covered by the Road Traffic Acts;
3. loss or damage to property:
 - i. belonging to or in the care of anyone we indemnify who claims under this section;
 - ii. being conveyed by your vehicle (except where your vehicle is a private car);
4. loss, damage, death or bodily injury caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone other than the driver or attendant of your vehicle either bringing a load to your vehicle for loading on to it or taking a load away from your vehicle having unloaded it;
5. damage to premises (or to the fixtures and fittings) attaching solely as occupier (not as owner) where the damage is insured by another policy;
6. damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this section;
7. loss, damage, death or bodily injury where your vehicle is an agricultural vehicle arising out of any incident directly or indirectly caused by, or accelerated by, or attributable to the coming into contact with any person, property, land or crops of any substance or compound that is used, in whole or part, as an insecticide, herbicide or other control of pests, disease or weeds, or as a desiccant, defoliant or growth regulator and which arises from the dissemination of such substance or compound in connection with your vehicle elsewhere than on land occupied by you or on crops owned by you on that land except where such liability is required to be covered by the Road Traffic Acts;
8. all loss, damage, death or bodily injury caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident 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 by the Road Traffic Acts. For the purposes of this exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere;
9. all loss damage death or bodily injury while your vehicle is being used in that part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts;
10. any consequence whatsoever resulting directly or indirectly from or in connection with terrorism regardless of any other contributory cause or event except where such liability is required to be covered by the Road Traffic Acts.

Additional covers Even more protection with your policy.

Section 3 Indemnity to principals

Where your vehicle is being used in connection with contract work on behalf of a principal we will under the terms of Section 2 indemnify the principal in respect of compensation they are legally liable to pay arising from such use provided that:

- you would have been able to claim under the policy had the claim been made against you; and
- you have arranged with the principal for the conduct and control by us of all claims for which we may be liable under this section.

Exceptions to Section 3

We shall not be liable in respect of:

1. death or bodily injury to any person employed by the principal arising out of or in the course of their employment;
2. any amount payable by the principal under any agreement which would not have been payable in the absence of such an agreement;
3. bodily injury to the principal for any amount you would not have to pay but for such an agreement;
4. damage to property belonging to or held in trust by or in the custody or control of the principal for any sum which exceeds the amount required to indemnify the principal;
5. liquidated damages or damages incurred under any penalty clause.

Section 4 Medical expenses

If you or any other occupant of your vehicle is injured as a direct result of your vehicle being involved in an accident we will pay for the medical expenses in connection with such injury up to a maximum sum of £350 in respect of each person injured.

Section 5 Personal belongings

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

The maximum amount payable for any one incident is £350.

When an amount is payable to any person other than you, we may make such payment directly to that other person and their receipt shall be a full discharge to us.

Exceptions to Section 5

We will not pay for:

1. money, stamps, tickets, documents or securities;
2. goods or samples carried in connection with any trade or business;
3. tools of trade, ropes or tarpaulins;
4. any personal belongings if your vehicle is a motor caravan.

Section 6 Trailers – attached and detached

Attached trailers

The cover applicable to your vehicle shall also apply to any trailer attached or connected to your vehicle for the purposes of being operated or drawn.

Detached trailers

Where your vehicle is a private car or goods-carrying vehicle the cover will also apply to any trailer:

- a. owned by you or hired to you under a hire purchase agreement or leased or rented to you for a period of not less than three months; or
- b. in your custody or under your control while detached from your vehicle.

You will have to pay the first £250 of any theft claim.

Attachments

Where your vehicle is a special types vehicle the cover will also apply to any attachment while attached to or detached from your vehicle.

Contingent liability cover for your trailers

We will indemnify you under the terms of Section 2 in respect of any trailer owned by you or hired to you under a hire purchase agreement while it is not in your custody or control, but not if there is any other existing insurance covering the same liability.

Exceptions to Section 6

We will not pay:

1. if any trailer or disabled mechanically-propelled vehicle is being towed otherwise than in accordance with the law;
2. for loss or damage to property being carried in or on any trailer or disabled mechanically-propelled vehicle;
3. under Section 2 for any loss or damage arising from the operation of any plant permanently attached to and forming part of your trailer (other than any lifting device for self-loading) as a tool except where such liability is required to be covered by the Road Traffic Act;
4. for loss of or damage to any fixtures, fittings or utensils carried in or on any trailer;
5. if the trailer is a caravan, other than to indemnify you within the terms of Section 2 while the caravan is attached to your vehicle.

Section 7 Continental use/Compulsory insurance requirements

In addition to providing cover within the territorial limits, this policy in compliance with EU Directives also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- any other country which is a member of the European Union; and
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7 (2) of EC Directive 72/166/EC relating to civil liabilities arising out of the use of motor vehicles.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurs in another EU Member State, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable in Great Britain.

If you take your vehicle abroad – outside the territorial limits

The cover provided by this policy applies to your vehicle for which a green card and a foreign use endorsement have been issued. Cover is effective for the period specified in the green card.

Additional covers

Where your vehicle is being used within the territorial limits or in any country for which we have issued you with a green card, the following covers also apply:

1. the transit of your vehicle, including loading and unloading, between the countries specified, provided such transit is of not more than 65 hours; and/or
2. reimbursement of any customs duty you may have to pay on your vehicle after its temporary importation into any of the countries specified, subject to your liability arising as a direct result of any loss of or damage to your vehicle which is covered under Section 1; and/or
3. general average contributions, salvage and sue and labour charges while your vehicle is being transported by sea between any of the countries specified provided that loss of or damage to your vehicle is covered under Section 1.

Section 8 Unauthorised use or driving

Other than as stated in General exceptions 1.a. and 1.b., we will in the terms of Section 2 indemnify you while your vehicle is being driven or used other than in accordance with the terms of the certificate of motor insurance.

Section 9 Unlicensed drivers

Any requirements of this policy or the certificate of motor insurance that the person driving must hold or have held a licence to drive does not apply when a licence is not required by law. The terms of this policy and the certificate of motor insurance will otherwise apply.

Section 10 Emergency treatment

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

Section 11 Contingent liability

We will indemnify you in the terms of Section 2:

- a. while any motor vehicle not belonging to you nor hired, leased or lent to you is being used in connection with your business by any person in your employment;
- b. while any motor vehicle hired in by you is being used in connection with your business by any hired-in driver.

Exceptions to Section 11

This section does not apply:

1. in respect of loss or damage to such vehicle or property being carried in or on it;
2. if there is any other existing insurance covering the same liability.

Section 12 Passengers' and drivers' personal belongings

(applicable only in respect of motor coaches)

- a. We will pay for loss or damage to the personal belongings of any passenger or driver caused by fire or theft where such loss or damage occurs in or on your vehicle.
- b. We will indemnify you against any legal liability for loss or damage to:
 - personal belongings of any passenger or driver while in or on your vehicle; and
 - passengers' personal belongings while being loaded or unloaded by the driver or attendant of the vehicle.

The maximum payable per passenger or driver for any one incident is £500.

The maximum payable for any one article is £150.

Exceptions to Section 12

We will not pay for:

1. money, stamps, tickets, documents or securities;
2. goods or samples carried in connection with any trade or business;
3. losses arising from confiscation, detention or damage by customs or other officials;
4. the first £50 of any loss or damage.

Section 13 Vehicles laid up and out of use

(at the commencement of the period of insurance)

1. Fire and Theft

Where your vehicle is laid up and out of use at the commencement of the period of insurance, all cover provided by this policy will be of no effect other than for loss or damage by fire or theft provided your vehicle is kept in a locked private or public garage or in a compound surrounded by secure perimeter walls and/or fences.

2. Fire, Theft and Accidental Damage

In addition and subject to the terms of subsection 1 above your vehicle is also covered in respect of accidental damage.

Exceptions to Section 13

We will not pay for:

1. loss of use, depreciation, wear and tear;
2. mechanical, electrical or electronic failure, breakdown or breakage;
3. computer and equipment failure or malfunction;
4. loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
5. loss of value following repair;
6. loss or damage arising from theft while the ignition keys of your vehicle have been left in or on your vehicle;
7. loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

Section 14 Replacement locks

Where your vehicle is a private car or a goods-carrying vehicle, if the ignition keys are lost or stolen we will pay the cost of replacing the:

- a. affected locks;
- b. lock transmitter and central locking interface;
- c. affected parts of the alarm and/or immobiliser

provided that you can establish to our satisfaction that the identity or garaging address of your vehicle is known to any person who is in possession of your ignition keys.

Section 15 Personal accident cover

If you or the driver of your vehicle suffers accidental bodily injury in direct connection with your vehicle within the territorial limits, we will pay to the injured person £5,000 if, within three months of the accident, the bodily injury is the sole cause of:

- death;
- irrecoverable loss of sight in one or both eyes;
- loss of any limb.

The most we will pay to any one person after any accident is £5,000.

The most we will pay any one person during any one period of insurance is £10,000.

If you or the driver of your vehicle have any other policies with us in respect of any other motor vehicles, you or that person will only be able to obtain compensation for injuries under one policy.

Exceptions to Section 15

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

Section 16 Child seat cover

If you have a child seat fitted in your vehicle and your vehicle is involved in an accident or damaged following fire or theft we will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage, subject to you making a claim under Section 1 of your policy.

Section 17 Legal services and advice

Definition

The following definition applies only to this section of the policy. The general definitions in this policy also apply where appropriate.

You/Your

The policyholder named in the schedule and

1. any person permitted to drive by your certificate of motor insurance
2. any passengers carried in your vehicle at the time of the accident and/or incident which occurs within the period of insurance.

What is covered

Legal Protection to Recover Uninsured Losses

If there is an accident and/or incident involving your vehicle which occurs during the period of insurance and within the territorial limits and it is not your fault, we will provide you with legal protection to pay lawyer's costs to help claim against the person(s) 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 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.

If you disagree with the lawyer's view of your prospects of success, you have the right to appeal. Please see Disputes and Arbitration 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 responsible for up to the maximum amount.

The maximum we will pay in respect of any one claim is £100,000.

Legal Protection to Defend Motoring Prosecutions

We will pay your legal costs to help defend your legal rights if you are accused of or have committed an offence under road traffic laws, for example, speeding, while using your vehicle, including a conviction which would result in you being disqualified or suspended from driving.

This cover is subject to cover not being provided under Section 2 Your liability to third parties.

The maximum we will pay in respect of any one claim is £20,000.

Legal Advice

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.

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 030 6972*

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.

Legal Representation

Any legal proceedings that we agree to will be dealt with by a court or similar body that we have agreed to within the territorial limits.

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 with 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.

Basis of Claim Settlement

We will pay

1. reasonable legal costs and expenses incurred in respect of your claim, and/or
2. 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

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

Conditions to Section 17

The following conditions apply to this section in addition to the general conditions where appropriate.

1. You must report your claim to us as soon as reasonably possible and in any event within 180 days after the date you discovered the incident.
2. You must allow us direct access to the appointed lawyer who will provide us with any information or opinion on your claim.

3. 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 of the information or instructions we need, we may delay or suspend your claim.
4. You must notify us immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
5. 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.
6. No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.
7. 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.
8. If you
 - a. settle or withdraw a claim without our prior agreement, or
 - b. do not give suitable instructions to the appointed lawyer, or
 - c. dismiss an appointed lawyer without our prior consentthe 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.
9. You must report any appeal or defence of an appeal to us at least 14 days prior to the deadline for the appeal.

Exceptions to Section 17

The following exceptions apply to this section in addition to the general exceptions where appropriate.

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. resulting from a defence of motoring offences arising from prosecutions for
 - a. dishonesty or violent conduct
 - b. drink or drug related offences
 - c. parking offences.
7. relating to an application for judicial review
8. 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.
9. for a dispute with us in respect of the policy terms and conditions unless this is covered under Disputes and Arbitration
10. for losses already paid by us under any other section of this policy.

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 Legal Protection to Recover Uninsured Losses, we will need to establish that it is more likely than not that you will

1. make a recovery of damages, either in full or in part, against the person(s) you believe were to blame
2. recover more than any offer of settlement from the person(s) you believe were to blame
3. make a successful defence of any claims made against you
4. make a successful appeal or defence of an appeal
5. 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 to you in writing. 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 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.

Disputes and Arbitration

If any difference arises between you and us in respect of the acceptance, refusal, control or handling of any claim under this section, you can take the following steps outlined in our Complaints Procedure.

You have the right to refer any such difference that arises between us and you to arbitration which will be decided by Counsel chosen jointly by us and you.

If there is a disagreement with regard to the choice of Counsel, we will ask the president of the relevant national law society to choose a suitable qualified person.

The decision will be final and binding on both us and you.

All costs for resolving the difference will be met by the party against whom the decision is made.

General exceptions

Your policy does not cover the following:

1. any accident, bodily injury, loss or damage while any vehicle insured under this policy is being:
 - a. used or driven other than in accordance with the terms of your certificate of motor insurance;
 - b. driven by or is in the charge of any person for the purposes of being driven who:
 - i. does not have a licence to drive your vehicle, has never held one or is disqualified from holding or obtaining such a licence;
 - ii. is not complying with the terms and conditions of the licence;
 - iii. 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 car parking service for the sole purpose of parking;
- ii. if the accident, bodily injury, loss or damage was caused as a result of the theft of your vehicle;

- iii. if the person driving does not have a driving licence and you had no knowledge of such deficiency;
2. any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist, except as provided under Section 3;
3. a. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss;
- b. any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiations 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 resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
 - i. 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;
 - ii. any action taken in controlling, preventing, suppressing or in any way relating to i. aboveexcept where such liability is required by the Road Traffic Acts.

General conditions

Our claims procedure

1. As soon as reasonably possible after any accident, loss or damage, you or your legal personal representatives must telephone us giving full details of the incident.

Any communication you receive about that incident should be sent to us immediately.

You or your legal personal representatives must let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.

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

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

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

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

3. Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, we may, at any time, pay you the full amount we are required to pay under the policy (less any sums we have already paid in compensation) or, any lesser amount for which such claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. We will, however be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

Cancellation

4. a. You may cancel this policy at any time after the date we have received the premium by providing 7 days notice in writing to us
- b. If there is a default under your Aviva credit agreement which finances this policy, we, or any agent appointed by us and acting with our specific authority may cancel this policy by providing notice in writing to you in accordance with the default termination provisions set out in your Aviva credit agreement.

If your policy is cancelled under (a) or (b) above and provided that there have been no:

- i. claim(s) made under the policy for which we have made a payment
- ii. claim(s) made under the policy which are still under consideration

- iii. incident(s) which you are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us

during the current period of insurance we may, at our discretion, refund to you a proportionate part of the premium paid for the unexpired period.

- c. Where there is no Aviva credit agreement to finance this policy, we will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by us to your last known address.
- d. We may also cancel this policy at any time by sending not less than 7 days notice in writing to your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- i. claim(s) made under the policy for which we have made a payment
- ii. claim(s) made under the policy which are still under consideration
- iii. incident(s) which you are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us

during the current period of insurance.

Other insurance

5. If at the time any claim arises under this policy there is any other insurance policy covering the same loss damage or liability, we will only pay our share of the claim.

This provision will not place any obligation upon us to accept any liability under Sections 2 or 11 of the policy which we would otherwise be entitled to exclude under Exception 1. to Section 2 and Exception 2. to Section 11.

Premium adjustment

6. Before the commencement of any period of insurance you will provide us with a schedule (in the form required) of all motor vehicles (and trailers if specific trailers are covered under this policy) covered under the definition of your vehicle contained in the definition of terms in this policy.

You will immediately provide us with details of motor vehicles (and trailers if specific trailers are covered under this policy) that you subsequently acquire or dispose of and in respect of these details you will pay us an additional premium or receive from us a refund calculated as agreed.

Motor Insurance Database supply of vehicle details

7. You will immediately provide us with relevant details of all motor vehicles the use of which is covered by this policy as required by the relevant law applicable in Great Britain and Northern Ireland for entry onto the Motor Insurance Database.

Your duty to prevent loss or damage

8. You shall at all times take all reasonable steps to safeguard your vehicle from loss or damage.

You shall maintain your vehicle in a roadworthy condition.

We shall have at all times free access to examine such vehicle.

Arbitration

9. Where we have accepted a claim and there is a disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens a decision must be made before you can take any legal action against us.

Your duty to comply with policy conditions

10. Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions and conditions of this policy and any clauses endorsed on it.

Fraud

11. If a claim made by you or anyone acting on your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, we may:
 - a. refuse to pay the claim,
 - b. recover from you any sums paid by us to you in respect of the claim,
 - c. by notice to you cancel the policy with effect from the date of the fraudulent act without any return of premium.

If we cancel the policy under c. above, then we may refuse to provide cover after the time of the fraudulent act. This will not affect any liability we may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than you and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, we may:

- a. refuse to pay the claim,
- b. recover any sums paid by us in respect of the claim (from you or such person, depending on who received the sums or who benefited from the cover provided),
- c. by notice to you and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If we cancel a person's cover under c. above, then we may refuse to provide cover after the time of the fraudulent act. This will not affect any liability we may have under such cover occurring before the time of the fraudulent act.

Payments made under compulsory insurance regulations and rights of recovery

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

Subjectivity

13. The policy, the application or any statement of fact made by you, any clauses endorsed on the policy, the schedule and the certificate of motor insurance, form the contract of insurance between you, the policyholder, and us, Aviva.

We will clearly state if the cover provided by the policy is subject to you:

- a. providing us with any additional information requested by the required date(s);
- b. completing any actions agreed between you and us by the required date(s);
- c. allowing us to complete any actions agreed between you and us.

Upon completion of these requirements (or if they are not completed by the required dates), we may, at our option:

- a. modify your premium;
- b. issue a mid-term amendment to your policy terms and conditions;
- c. require you to make alterations to the risk insured by the required date(s);
- d. exercise our right to cancel your policy;
- e. leave the policy terms and conditions, and your premium, unaltered.

We will contact you with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by you and/or any decision by us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until we agree otherwise in writing. If you disagree with our requirements and/or decisions, we will consider your comments and where we consider appropriate, will continue to negotiate with you to resolve the matter to your and our satisfaction. In the event that the matter cannot be resolved:

- i. you have the right to cancel this policy from a date agreed by you and us and, providing no claims have been made, we will refund a proportionate part of the premium paid for the unexpired period of cover;
- ii. we may, at our option, exercise our right under the policy cancellation condition.

Except where stated all other policy terms and conditions will continue to apply.

The above conditions do not affect our right to void the policy if we discover information material to our acceptance of the risk.

Non Disclosure, Misrepresentation or Misdescription

14. Before this policy was entered into

If you have breached your duty to make a fair presentation of the risk to us before this policy was entered into, then:

- a. where the breach was deliberate or reckless, we may avoid this policy and refuse all claims, and keep all premiums paid;
- b. where the breach was neither deliberate nor reckless, and but for the breach:
 - i. we would not have agreed to provide cover under this policy on any terms, we may avoid this policy and refuse all claims, but will return any premiums paid

- ii. we would have agreed to provide cover under this policy but on different terms (other than premium terms), we may require that this policy includes such different terms with effect from its commencement, and/or
- iii. we would have agreed to provide cover under this policy but would have charged a higher premium, our liability for any loss amount payable shall be limited to the proportion that the premium we charged bears to the higher premium we would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

15. Before a variation was agreed

If you have breached your duty to make a fair presentation of the risk to us before any variation to this policy was agreed, then:

- a. where the breach was deliberate or reckless, we may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- b. where the breach was neither deliberate nor reckless, and but for the breach:
 - i. we would not have agreed to the variation on any terms, we may treat this policy as though the variation was never made, but will return any additional premiums paid
 - ii. we would have agreed to the variation but on different terms (other than premium terms), we may require that the variation includes such different terms with effect from the date it was made, and/or

- iii. we would have agreed to the variation but would have increased the premium, or would have increased it by more than we did, or would not have reduced it or would have reduced it by less than we did, our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

Car sharing and insurance applicable only in respect of private cars

If you receive financial contributions in respect of the carriage of passengers on a journey in your private car as part of a car-sharing arrangement we will not regard this as being the carriage of passengers for hire or reward (or the use of the vehicle for hiring).

This section does not apply if the:

- a. vehicle is constructed or adapted to carry more than eight passengers (excluding the driver);
- b. passengers are being carried in the course of a business of carrying passengers;
- c. total contributions received for the journey concerned involve an element of profit.

Important note

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

Complaints procedure

We hope you are very happy with your policy. In the event of something going wrong, here is what to do.

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 are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser or usual Aviva point of contact.

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.

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Clause A99 Breakdown

Breakdown and European Motoring Assistance is a separate policy and is only operative if "Clause A99 Breakdown" is mentioned in the schedule.

How to get help

These are the numbers you and/or your drivers will need:

Call the RAC on	0800 246876
Broken down in France and Monaco	
Freephone (from a landline)	0800 290 112
Pay call (from a mobile)	00 33 472 43 52 55
Broken down in Europe*	
Calling from Europe (from a landline)	00 33 472 43 52 55
Calling from Republic of Ireland (ROI)	1 800 535 005

*(Please replace the 00 at the beginning with 810 when in Belarus or Russia)

If a driver has hearing difficulties the RAC can be contacted using a Text Phone by prefixing the relevant number with 18001 to be connected to Tynetalk or use the SMS facilities on 07855 828282

European Motoring Assistance (Section C)	
To request a claim form (from the UK)	0300 159 0334

Email: breakdowncustomercare@rac.co.uk

For repatriation queries	0300 159 0342
--------------------------	---------------

Or write to:
RAC
Great Park Road,
Bradley Stoke
Bristol BS32 4QN

Checklist

Certain information is required when calling for service.

1. The **driver's** name
2. The policy number
3. The **vehicle** registration number, which will be used by the **RAC** to ensure the right person is sent to assist the **driver**
4. The make and model of the **vehicle**
5. The exact location of the **vehicle**
6. The **driver's** contact number
7. The **nature of the fault**
8. In **Europe** or for additional services, **your** credit card number.
9. If Car Hire is required where the **RAC** are unable to permanently or temporarily repair the **vehicle**, a Full UK Driving licence (photo card licence) and National Insurance number;
10. Proof of **Breakdown and European Motoring Assistance** Cover (such as **the schedule** and/or the Certificate of Motor Insurance);
11. Vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the **vehicle** on a **journey to Europe**.

Remember

1. Please call the **RAC** back if the **vehicle** gets going before the **RAC patrol** or **RAC contractor** arrives.
2. Only accept help from the **RAC patrol** or **RAC contractor** that has been sent to assist the **vehicle** by the **RAC**, otherwise the **RAC** may still charge the applicable fee.

3. Don't go directly to a garage (even an **RAC** appointed one); the **RAC** will not reimburse **you** if **you** or a **driver** have had to pay for help which was not arranged by the **RAC**
4. Recovery can only be arranged by the **RAC**

Telephone charges

Please note the **RAC** do not cover the cost of making or receiving telephone calls. The **RAC** calls are monitored and/or recorded.

In the UK

Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged as national call rates and usually included in inclusive minute plans.

In Europe

Roaming fees may apply when making or receiving calls, please contact **your** mobile phone provider for more information. It may not always be possible for the **RAC** to return a call to a mobile phone.

Breakdown on a motorway in Europe

If the **vehicle breaks down** or is involved in a road traffic accident on a motorway in **Europe**, the **RAC** recommend the use of the roadside emergency telephones. This will connect to the police or authorised motorway services who will send a breakdown recovery vehicle. If they will not send a breakdown recovery vehicle, then contact **us**.

Motorways in France are privately managed, so in the event of a **breakdown** or **road traffic accident** on a French motorway or motorway service area, it is mandatory to use the roadside emergency telephones. The **RAC** cannot send out assistance.

In the event of recovery by the police or authorised motorway services, labour and towing charges may be payable on the spot and an authorised tariff is normally applied. The **RAC** will cover these charges as long as the **vehicle** is towed to the recovery company's depot. If the **vehicle** is towed from a motorway, contact the **RAC** as soon as possible and, if the **vehicle** has not been repaired, the **RAC** will arrange for ongoing cover under **Breakdown and European Motoring Assistance**.

Who provides Breakdown and European Motoring Assistance?

Your policy is arranged and administered by Aviva Insurance Limited for cover within UK and other countries excluding the EEA. For cover within the EEA – Aviva Insurance Ireland Designated Activity Company

Roadside and Recovery (Section A) is provided by RAC Motoring Services.

Onward Travel (Section B) and European Motoring Assistance (Section C) are underwritten by RAC Insurance Limited.

Important information about your Breakdown and European Motoring Assistance

Any words in this policy that are in bold type are defined. Please see the Definition of words which explains the meaning of each defined term.

Breakdown and European Motoring Assistance from Aviva is intended to offer services relating to the breakdown of vehicles. It meets the demands and needs of those who own or drive vehicles and wish to ensure the risk of the breakdown of the vehicles are met now and in the future.

This document contains the benefits, conditions and exclusions that apply and the general conditions and exclusions that apply for all cover types in this document. You must meet these conditions or the RAC may not provide this cover.

Please read this policy carefully to check the cover you have chosen and to ensure it meets your demands and needs.

The Contract of insurance

This document is a contract of insurance between **you** and the **RAC**.

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

1. This document;
2. Information contained on **your** application and/or the Statement of Fact document as issued by **Aviva**;
3. **The schedule**;
4. Any changes to **your Breakdown and European Motoring Assistance** insurance policy contained in notices issued by **Aviva** at renewal;
5. The information under the heading 'Important Information' which **Aviva** provide to **you** when **you** take out or renew **your** policy.

In return for paying **your premium**, the **RAC** will provide the cover shown in this document.

You must comply with the applicable terms and conditions under this **Breakdown and European Motoring Assistance**. Any failure to do so may impact on **your** rights under this **Breakdown and European Motoring Assistance**, including whether **you** can make a claim. **You** should ensure that each **driver** is made aware of this as well as the level of cover under this **Breakdown and European Motoring Assistance**.

Any changes made during the **period of insurance** will be treated as a continuation of the contract of insurance. The **RAC's** provision of insurance under this policy is conditional upon all persons who seek to benefit observing and fulfilling the terms, provisions and conditions of this policy.

Use of language

Unless otherwise agreed, the contractual terms and conditions (including this policy and **your Aviva** breakdown service details) and other information relating to this contract will be in English.

Law

The parties are free to choose the law applicable to this **Breakdown and European Motoring Assistance**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

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 **your** insurance advisor.

Reimbursement of payments

Where it is stated that the **RAC** will reimburse **you** for certain sums as part of the cover, such reimbursement will be following receipt of a claim form (which is available on request by calling 0330 159 0334) and proof of payment.

For reimbursement of payments made by **you** please submit proof of payment to the **RAC** at:

RAC
Breakdown Customer Care
Great Park Road,
Bradley Stoke,
Bristol
BS32 4QN

In certain circumstances, the **RAC** may be able to arrange the benefits and pay such covered amounts on **your** behalf, and will notify **you** or the **driver** of this at the time of making the **claim**.

Your terms and conditions

Period of insurance

Breakdown and European Motoring Assistance provides cover for the **period of insurance** as stated in the **schedule**.

Hire car terms

Certain sections of this **policy** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

What is covered

In the **domestic territory** up to 3 consecutive days or until **your vehicle** has been fixed if sooner. In **Europe** up to 14 consecutive days or until **your vehicle** has been fixed if sooner.

1. In the **domestic territory**, the **RAC** will try to find a hire car close in size to the **vehicle**, where the **vehicle** is a car, or a replacement van where the **vehicle** is a van, but cannot guarantee this and may offer more than one hire car;
2. In **Europe**, the **RAC** will try to find a hire car close in size to the **vehicle**, but cannot guarantee this and may offer more than one hire car;
3. If **you** or **your driver** are not eligible for a hire car arranged by the **RAC** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** or **your driver** have points on **your** licence), and **you** choose to hire a car yourself, let the **RAC** know before **you** hire a car. Provided the **RAC** have agreed the cost, they will reimburse **you** up to £35 per day for up to 3 days for **claims** in the **domestic territory** and £125 per day up to a total of £1,500 for **claims** in **Europe**;
4. Where the **RAC** arrange a hire car they will pay the insurance and collision damage waiver. This covers the cost of damage but **you** would still need to pay the excess. If **you** or **your driver** leave the hire car at a different location to the one arranged by the **RAC**, **you** will need to pay the hire car company any additional costs.

What is not covered

1. The **RAC** will not provide any specific car type, model or accessories, including tow bars, or motorhomes, motorcycles or vans. The **RAC** will not provide breakdown cover for the hire car;
2. It may be necessary to change vehicles when crossing a border, outside of the **domestic territory**, from one country to another, unless agreed with the **RAC** and permitted by the hire car provider; and
3. Any cost of:
 - a. delivery and collection of the hire car and any fuel used;
 - b. fuel while using the hire car;
 - c. a trailer to transport **your** motorcycle; or
 - d. any insurance excess and additional costs.

Additional services provided by the RAC

If the **driver** requires additional services that are not covered under this **Breakdown and European Motoring Assistance**, the **RAC** may be able to arrange appropriate additional services at **your** or **your driver's** request for an additional cost. For example to:

1. Purchase any parts necessary to complete a repair of the **vehicle**;
2. Receive specialist services to complete a repair of **your vehicle**;
3. Provide any other services that may be available for an additional cost.

The charge for any additional service provided or arranged by the **RAC** will be agreed with **you** or the **driver** when the service is requested and before any costs are incurred.

If any person requests a service that is not covered by Sections A to C, **you** will become liable for any costs relating to the service provided. To limit the risk of **you** having any unexpected costs, the **RAC** will ask for proof of identity of the person in question and, where possible, the **RAC** will charge the **driver** the costs of the service in advance.

Definition of words

Certain words in this policy have special meanings. These words and their meanings are stated below and apply wherever they are in bold type.

"Aviva"/"we" means Risks situated within UK and other countries excluding the EEA – Aviva Insurance Limited. Risks situated within EEA – Aviva Insurance Ireland Designated Activity Company;

"breakdown"/"break down"/"broken down" means the **vehicle** is inoperative, is unsafe to drive and/or has ceased to function as a whole as a result of a mechanical or electrical failure including any failure of the battery, but not as a result of a **road traffic accident**, fire, flood, theft or act of vandalism. A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the **vehicle** to cease to function as a whole. Illumination of a **vehicle's** warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, **you** or **your driver** will need to make **their own way** to a place of repair and any break down cover under this **Breakdown and European Motoring Assistance** will not apply;

"Breakdown and European Motoring Assistance" means this document that is subject to the terms and conditions;

"caravan"/"trailer" means any caravan or trailer that complies with the following specifications:

Max Length (including tow bar)	Max Width	Max Height
7 metres (23ft)	2.55 metres (8ft 4in)	3.0 metres (9ft 8in)

“**claim**”/“**call out**” means any request for service or benefit or for cover under this **Breakdown and European Motoring Assistance**;

“**domestic territory**” means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey and the Isle of Man;

“**driver**”/“**their**”/“**they**” means any driver of a **vehicle** at the time a **breakdown** occurs who is authorised by **you** to be driving the **vehicle**;

“**emergency service**” means the police, fire, emergency medical service, the army or the highways agency traffic officer service;

“**Europe**” means Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding the Canary Islands, Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe;

“**home**” means the address within the **domestic territory** of **your** business premises or the address where **you** or **your driver** permanently live in the **domestic territory**;

“**journey**” means a holiday or trip in a **vehicle** to **Europe** which begins on departure from the **home** and ends on return to the **home**;

“**market value**” means the market value in the **domestic territory**, as reasonably determined by the **RAC** in accordance with published industry data (using Glass’s Guide or other appropriate trade vehicle valuation guide(s)), of a **vehicle** based upon a vehicle of the equivalent age, make, recorded mileage and model as the **vehicle**;

“**modified vehicle**” means any **vehicle** that has been modified from the manufacturer’s specifications;

“**party**” means the total number of persons (including the **driver**) travelling in the **vehicle** for the whole period of the **journey**;

“**passengers**” means the number of passengers allowed to travel in the **vehicle** as detailed on the Vehicle Registration Document;

“**period of insurance**” means the period from the start date to the expiry date, as shown on **the schedule**. Each renewal represents the start of a new period of insurance;

“**premium**” means the basis upon which services will be provided under this **Breakdown and European Motoring Assistance** charged by way of an insurance premium which is subject to Insurance Premium Tax (IPT) at the current rate;

“**RAC**” means RAC Motoring Services in respect of Section A and RAC Insurance Limited in respect of Sections B and C and each of its authorised agents;

“**RAC contractor**” means any person appointed by the **RAC** to provide **breakdown** assistance services on the **RAC**’s behalf;

“**RAC patrol**” means a technician employed by the **RAC**;

“**resident**” means a person who has **their** main **home** in the **domestic territory**;

“**road traffic accident**” means

1. for the purposes of Section C only, a traffic accident in **Europe** that immobilises the **vehicle**; and
2. for the purposes of all other Sections, a traffic accident involving a **vehicle** within the **domestic territory**;

“**service provider**” means any garage, breakdown/recovery company, repairer, car hire company and other third party service provider in **Europe**. These service providers are not checked or approved by **RAC** and do not act as agents for **RAC**. **RAC** cannot be held liable for acts or omissions of service providers;

“**specialist equipment**” means equipment that is not normally carried by **RAC patrols** or **RAC contractors** to complete repairs and recoveries in the event of a **breakdown** including, but not limited to, winching and specialist lifting equipment;

“**start date**” means the date that this policy begins as shown on **the schedule**;

“**the schedule**” means the document confirming **your Breakdown and European Motoring Assistance** agreement which contains important details about **your** cover and which must be read in conjunction with these terms and conditions;

“**vehicle**” means the vehicle shown on **the schedule** that is registered in the UK and has a maximum Gross Vehicle Weight of 7.5 tonnes. Motorcycles under 121cc and mobility scooters are not covered under **Breakdown and European Motoring Assistance**;

“**you**”/“**your**” means the company, business, person or persons named as the policyholder on **the schedule**;

YOUR COVER

SECTION A. Roadside and Recovery

Breakdown and European Motoring Assistance includes cover for Roadside, At Home and Recovery subject to the terms and conditions below.

What is covered

If your **vehicle** has **broken down** in the **domestic territory** during the **period of insurance**, the **RAC** will provide an **RAC patrol** or an **RAC contractor** to either:

1. Repair the **vehicle** at the roadside; or
2. If the **RAC** are unable to permanently repair the **vehicle** at the roadside (within a reasonable time), the **RAC** will decide, based upon the technical expertise of the **RAC** in **breakdown** situations, either to provide a temporary repair to the **broken down vehicle** at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination chosen by **you** or the **driver**. The **RAC** will only transport the **caravan** or **trailer** if the **vehicle** has **broken down**.

If the **RAC** transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination of **you** or the **driver's** choice, the **RAC** will either:

1. Provide transport for the **driver** and **passengers**, of the **broken down vehicle** to that chosen destination. If more than five people require transportation, the **RAC** may need to provide transport in separate vehicles; or
2. If the **driver** chooses for the **RAC** to transport the **vehicle** to a garage, the **RAC** will reimburse the **driver's** taxi fare for a taxi journey to a destination up to 20 miles from the garage for the **driver** and **passengers** of the **broken down vehicle** as long as this is agreed with the **RAC** in advance. In order

to claim a reimbursement of the taxi fare, **you** must send the receipt for the taxi journey to the **RAC** at the breakdown customer care address shown above.

What is not covered

1. Recovery that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
2. Recovery to more than one destination including a second recovery where the original recovery destination could not accept the **vehicle** due to their opening hours or other restrictions;
3. The cost of any parts (including batteries) required by the **RAC** to repair the **vehicle**. If the **RAC patrol** or **RAC contractor** has the required parts **you** or the **driver** can purchase the relevant parts from the **RAC** for an additional charge. The parts must be paid for in full at the time of the **breakdown** and before the repair commences. The **RAC** will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under this **Breakdown and European Motoring Assistance**;
4. Where a recovery is required due to a **breakdown** as a result of a problem with the tyre of the **vehicle** the **RAC** will not provide recovery over 10 miles where no serviceable spare tyre is carried by the **vehicle** or no suitable alternative (as recommended by the manufacturer) is available. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. This additional charge will be not less than £75 plus VAT;
5. Any **vehicle** that is already at a garage or other place of repair.
6. Any **breakdown** resulting from a fault where the **RAC** have previously provided **breakdown** cover for that fault and:
 - a. the **RAC** consider, acting reasonably, that the original fault, including faulty battery, has not been properly repaired or replaced, by a party other than the **RAC**;
 - b. the **RAC** can demonstrate that the recovery service is being used by **you** and/or the **driver** to avoid the cost of repairing the **vehicle**; or
 - c. the **RAC** advised **you** or any **driver** that they had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least, in full or in part, from a failure to carry out these other repairs.

SECTION B. Onward Travel

Breakdown and European Motoring Assistance includes cover for Onward Travel as set out in Section B.

What is covered

Onward Travel applies if a **vehicle** has broken down in the **domestic territory** during the **period of insurance** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, the **RAC** are unable to repair the **vehicle** in accordance with the cover under Section A. The **RAC** will provide the **driver** with one of the following benefits:

1. Replacement car hire; or
2. Alternative transport costs; or
3. Hotel accommodation.

In order for **you** to claim reimbursement of payments made by **you** or a **driver** under Section B **you** or the **driver** must have proof that **you** or the **driver** have made such payment before the **RAC** reimburse **you** or the **driver**, for example a receipt or invoice relating to the payment. **You** must send such proof to the **RAC** at the breakdown customer care address shown above.

All monetary values are inclusive of VAT.

Replacement car hire

What is covered

Please see Hire Car terms above

Hire Cars must be arranged with the **RAC** within 24 hours of the time of **breakdown**.

Alternative transport

What is covered

If **you** or **your driver** would prefer to continue **your** journey by air, rail, taxi or public transport, the **RAC** will reimburse **you** for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

Hotel accommodation

What is covered

You may decide that waiting for the **vehicle** to be fixed is best for **you** or **your driver**. The **RAC** will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

Assistance in a medical emergency

What is covered

The **RAC** will also help if **your driver** or one of **your passengers** suddenly or unexpectedly falls ill and needs medical help before the end of **your** journey. The **RAC** will help **you**:

1. book one night's bed and breakfast accommodation for **you** and **your passengers** if the hospital is more than 20 miles from home. The **RAC** will reimburse **you** up to £150 per person or £500 for the whole party; and
2. arrange to get the patient home or to a local hospital as soon as they are fit to travel.

What is not covered

The **RAC** will not assist **you** where **your driver** or one of **your passengers** is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

SECTION C. European Motoring Assistance

Breakdown and European Motoring Assistance includes cover for European Motoring Assistance as set out in this Section C.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to current conditions in that country. For example strike action may delay or prevent the **RAC** service under this Section C. If this is the case, the **RAC** will not be

liable for any losses that the **driver** may suffer as a result of the disruption or unavailability of the **RAC's** services. To obtain current information on conditions in the countries the **driver** is travelling to please refer to the Foreign and Commonwealth office website at:

<https://www.gov.uk/government/organisations/foreign-commonwealth-office>

or email: TravelAdvicePublicEnquiries@fco.gov.uk

Limits of cover

The cover under Section C is subject to an aggregate overall limit of £2,500 per **claim**, apart from a **claim** under Section C3 where **your vehicle** requires a recovery to a single destination within the **domestic territory** where the **RAC** will cover a **claim** to an aggregate overall limit of £5,000 if **your vehicle** exceeds 3.5 tonnes Gross Vehicle Weight but remains subject to the stated limits of cover in respect of each type of cover.

This Section C provides cover for **journeys** during the term of **your** policy, but each **journey** is limited to a maximum of 90 days and each **journey** must fall within the **period of insurance**. The **RAC** will not provide cover for a **journey** if the **vehicle** will not return to the **domestic territory** within the **period of insurance**. If the end of any **journey** will be outside the **period of insurance**, **you** will need to renew the cover before the **driver** commences the **journey**. If however the **vehicle** is due to return to the **domestic territory** within the **period of insurance** but it is delayed due to a **road traffic accident** or **breakdown** that is covered by this Section C, the **RAC** will provide cover for that **journey**.

European Motoring Assistance

In the event that the **vehicle** has **broken down** or has been involved in a **road traffic accident**, the **RAC patrol**, **RAC contractor** or **service provider** that attends the **breakdown** or **road traffic accident** will carry out a preliminary fault diagnosis to confirm whether the **vehicle** can be repaired within 24 hours and, if not, whether:

1. it can be repaired by the date that the **driver** originally planned to return to the **domestic territory**;
2. it requires repatriation to the **domestic territory**; or
3. where the total cost required to repair the **vehicle**, including any taxes, is greater than the UK **market value** of the **vehicle**. If the **vehicle** has **broken down** or had a **road traffic accident**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the **service provider** in the applicable country.

You or the **driver's** request for **breakdown** or **road traffic accident** assistance will act as authorisation for the **RAC** to arrange the fault diagnosis and determine the best course of action based upon the **RAC's** technical expertise in these situations.

The **RAC** will then discuss the preliminary fault diagnosis with **you** or the **driver** and determine which other benefits may be available under Section C as a result of the **claim**. For example, if the repairs cannot be completed within 24 hours, the **RAC** will discuss whether **you** or the **driver** would like the **RAC** to arrange transport to continue the **journey** to the original destination or arrange accommodation while the **driver** waits for the repair to be completed. These alternatives will be discussed with **you** or the **driver** at the outset so that the best course of action can be agreed. The **RAC** will have final say on the best course of action if this cannot be agreed.

If there is a change to the preliminary fault diagnosis at any time, the **RAC** will discuss this with **you** or the **driver** and determine if the benefits provided under this Section C should change as a result.

If the **vehicle** cannot be repaired by the date that the **driver** originally planned to return to the **domestic territory**, and it is agreed to repatriate the **vehicle**, the **driver** and the **party**, all other cover under this Section C will cease. This will also apply where the preliminary fault diagnosis changes and it is agreed to repatriate the **vehicle** and the **driver** and the **party**.

The **RAC** will pay the **RAC patrol**, **RAC contractor** or **service provider's** fees to carry out the preliminary fault diagnosis of the **vehicle**.

Important

Whilst the **RAC** will assist with the arrangements and progress of any workshop repairs, if requested by **you** or the **driver**, these repairs are not covered under this policy. Any information regarding the cost of repairs provided by the **RAC** is of an advisory nature only. The repairer will be working for **you** and the **driver** and the **RAC** have no legal responsibility to **you** or the **driver** for their efficiency or quality of the repairs.

SECTION C1: Roadside assistance in Europe What is covered

If the **vehicle breaks down** or is involved in a **road traffic accident** in **Europe** during a **journey**, the **RAC** will send help to either:

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If the **RAC** are unable to repair the **vehicle** at the roadside, they will:
 - a. recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;

- b. pay for the initial fault diagnosis to find the next course of action;
- c. contribute towards the garage labour charges up to £175;
- d. help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
- e. relay any urgent messages from **you** or the **driver** to a contact of **your** choice.

What is not Covered

1. Repair costs, including garage labour charges:
 - a. if the **vehicle** was in a **road traffic accident**; or
 - b. if the **vehicle** repair costs will be more than its **market value**.
2. The costs of any parts.

Note: By claiming under this Section C **you** are authorising the **RAC** and the garage to undertake fault diagnosis.

Whilst the **RAC** do not consider the following as a **breakdown** they will assist with the following, but **you** are not entitled to benefits under any other section.

- a. Misfuelling. If **you** or the **driver** put the wrong fuel in the **vehicle** the **RAC** will arrange to recover the **vehicle** and **passengers** to a local garage.
- b. Keys If **your** keys are locked in the **vehicle**, the **RAC** will attend and get them out if possible, but are not liable if damage is caused to the **vehicle** in doing so.
- c. Tyres. If **you** or the **driver** need a replacement tyre, although this is not covered the **RAC** will attend and change the tyre if **you** have a spare or recover the **vehicle** and **passengers** to a local garage if the **vehicle** is manufactured without a spare.

SECTION C2: Onward travel in Europe

What is Covered

If the **vehicle** has a **breakdown** or a **road traffic accident** during a journey in **Europe** and the **RAC** establish that the repairs cannot be completed within 6 hours, the **RAC** will help **you** or **your driver** by making arrangements for the **passengers** to continue the **journey**. **You** or **your driver** can choose either:

1. Alternative transport; or
2. Additional accommodation expenses.

Alternative transport

What is Covered

1. A hire car as a replacement until the **vehicle** has been repaired, up to £125 per day up to a maximum of £1,500 in total, or
2. A standard class ticket up to £125 per person and a total of £500 for all **passengers** for travel by air, rail, taxi or public transport.

Additional accommodation expenses

What is Covered

The **RAC** will arrange and pay for additional accommodation expenses if **you** or **your driver** are unable to use pre-arranged accommodation up to £30 per person per day up to a maximum of £1,500 for all **passengers**.

What is not covered

Accommodation where **you** or **your driver** have suitable alternative accommodation **they** can use. Cover under this section will stop once:

1. the **vehicle** has been repaired to a roadworthy condition; or
2. the decision to bring the **vehicle home** is made by the **RAC** or **Aviva**; or
3. the **RAC** establish that the repair costs to the **vehicle** exceed its **market value**.

Once **you** or **your driver** are notified of cover ending, if **you** have a hire car, **you** must return it to the place agreed with the **RAC** within 24 hours. **You** can keep the hire car for longer if **you** agree this with the **RAC** first and pay for it.

Getting your passengers home

The **RAC** will provide alternative transport as above to get the **passengers** back home if:

1. the **vehicle** is brought back **home**; or
2. the **RAC** establish that the repair costs to the **vehicle** exceed its **market value**.

Section C3: Getting the vehicle home

What is covered

If a **service provider** attends a **breakdown** or a **road traffic accident** in **Europe** under Section C and the **vehicle** cannot be repaired before **your** planned return to the **domestic territory**, the **RAC** will arrange and pay for:

1. Recovery of the **vehicle** to a single destination of **your** or the **driver's** choice within the **domestic territory**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **domestic territory**; or
3. If the **vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, the **RAC** will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the UK once the **RAC** have brought **passengers home** under Section C2 until the **vehicle** is brought back to the **domestic territory**, up to £750.

The **RAC** will take the **passengers** in the **vehicle home** under Section C2 (Onward travel in Europe).

It is the **RAC's** decision whether to get **your broken down vehicle home** or have it repaired locally. The **RAC** will follow **Aviva's** decision whether to get the **vehicle home** or have it repaired locally following a **road traffic accident** covered by **your** motor insurance.

Where the total cost required to repair the **vehicle**, including any taxes, is greater than the UK **market value** of the **vehicle**. If the **vehicle** has **broken down** or had a **road traffic accident**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the **service provider** in the applicable country.

What is not covered

1. Any costs:
 - a. where the total cost required to repair the **vehicle**, including any taxes, is greater than the UK **market value** of the **vehicle**. If the **vehicle** has **broken down** or had a **road traffic accident**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the **service provider** in the applicable country;
 - b. covered under **your** motor insurance;
 - c. relating to storage once **you** have been notified that the **vehicle** is ready to collect; or
 - d. incurred as a result of actions or omissions of **your** motor insurers;
2. The **RAC** will not take the **vehicle back home** if:
 - a. the **vehicle** is roadworthy; or
 - b. a customs officer or other official finds any contents in the **vehicle** that are not legal in that country;

3. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
4. Costs of fuel, insurance or meals;
5. Costs under this section over the amount set out above, so if **you** want the **RAC** to bring the **vehicle home** and the costs of bringing the **vehicle home** exceed this amount **you** will need to pay any costs above **your** level of cover before the **RAC** make arrangements.

Important

- Following authorisation by the **RAC**, it can take up to 14 working days for the **vehicle** to be delivered back to the **domestic territory**. At busy times and from some countries it may take longer.
- If the **RAC** do not bring the **vehicle** back to the **domestic territory**, **you** will have 10 weeks in which to advise the **RAC** of how **you** wish to recover or dispose of it. If **you** do not contact the **RAC** within 10 weeks they will dispose of it at **your** cost.

Section C4: Vehicle break-in emergency repairs

Before claiming under this Section **you** must report the break-in to the police within 24 hours in order to obtain a written report.

What is covered

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown** the **RAC** will **reimburse you**, up to £175, for:

1. immediate emergency costs incurred in order to continue **your journey**: or
2. the costs of recovering the **vehicle** to a local repairer to ensure the **vehicle** is secure and roadworthy.

What is not covered

1. The cost of any parts.
2. Any benefits under any other section of this **policy**.

Section C5: Replacement Driver

What is covered

Although this is not covered as a **breakdown** under this **policy**, if **you** or **your driver** suddenly or unexpectedly fall ill during **your journey** in **Europe**, meaning **they** are unable to drive, the **RAC** will provide a replacement driver to allow **you** and/or the **driver** to continue the **journey** or return **home**. The **RAC** will require written confirmation from the treating hospital or medical expert that **you** or **your driver** are unable to drive.

What is not covered

1. The **RAC** will not provide this benefit if there is another qualified driver who is a **passenger** and who is fit and legally able to drive the **vehicle**.
2. Any benefits under any other section of this **Breakdown and European Motoring Assistance**.

Conditions to Section C

In addition to the general conditions, the following conditions apply to Section C. If **you** and/or any **driver** does not comply with these conditions the **RAC** may not be able to provide cover under Section C.

1. **You** and the **driver** must make sure the **vehicle**, (including any **caravan** or **trailer** attached to it) meets all relevant laws of the countries visited during a **journey**. This particularly includes weight limits for towing;
2. The **RAC** will require **your** or the **driver's** credit card details if **they** arrange a service for the **driver** which is not covered by this **Breakdown and European**

Motoring Assistance or if it exceeds the limit set for each benefit;

3. Exchange rate: Any costs that are incurred directly by the **RAC** in a currency other than GBP will be converted to GBP at the exchange rate used by the **RAC** at the time. Any costs that are incurred by **you** or the **driver** in a currency other than GBP and which are recoverable from the **RAC** under Section C will be converted to GBP at the exchange rate used by **your** or the **driver's** credit card provider (in the case of card payments) or used by the **RAC** at the time **you** present the **claim** (in the case of cash payments); and
4. The **vehicle** must be maintained in accordance with the manufacturer's recommended service standards.

Exclusions to Section C

In addition to the general exclusions, the following exclusions apply to Section C:

1. If **you** or the **driver** fails to contact the **RAC** within 24 hours of becoming aware of the **breakdown** the **RAC** may refuse to provide cover in relation to the **breakdown**;
2. Any costs which **you** or the **driver** or **passengers** would have had to pay if the **breakdown** or **road traffic accident** (as applicable) had not occurred;
3. Any **breakdown** or **road traffic accident** caused directly or indirectly by the overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
4. Any personal belongings, valuables, luggage, goods, vehicles or boats in or on a **vehicle**. **You** or the **driver** are responsible for the care of these items at all times;

5. Any **breakdown** or **road traffic accident** caused directly or indirectly by:
 - a. Running out of oil or water;
 - b. Frost damage; or
 - c. Rust or corrosion
6. Any **claim** which **you** or the **driver** could make under any other insurance policy. If the value of the **claim** is more than the amount **you** or the **driver** can get from any other insurance the **RAC** will pay the difference. If the **RAC** do make a payment it will not be more than the appropriate benefit limit under Section C;
7. If the **breakdown** or **road traffic accident** is caused by flooding brought about by adverse weather the **RAC** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be at **your** or the **driver's** cost, or must be referred to **Aviva**;
8. Any travel outside the **domestic territory** and **Europe**;
9. Routine servicing of the **vehicle**, replacing tyres, replacing windows, replacement of missing or broken keys*. The **RAC** may be able to arrange for the provision of these services but **you** or the **driver** must pay for any costs incurred;

*Keys which are locked inside the **vehicle** are covered and the **RAC** can arrange for a **service provider** to attend. However, any damage which may occur in trying to retrieve the keys will be at **your** or **your driver's** risk and the **driver** must pay for any costs incurred.

If the **vehicle breaks down** as a result of a problem with its tyre, the **RAC** will provide assistance to change the tyre using a serviceable spare tyre carried by the **vehicle**. If the **vehicle** doesn't have a serviceable spare tyre, General exclusion 13b(i) will apply.

10. Where the **vehicle** is not provided with a spare tyre the **RAC** will recover the **vehicle** to a local repairer;
11. The cost of any transportation, accommodation or care of any animal;
12. If **you** or the **driver** delays repairs to the **vehicle** for whatever reason, any costs that the **RAC** consider (acting reasonably) would not have been incurred under this Section if **you** or the **driver** had not delayed repair; and
13. Any costs that are not arranged through the **RAC** or arranged by **them**.

General conditions

The following conditions apply to all Sections of this **Breakdown and European Motoring Assistance**. If you or any driver does not comply with these conditions the RAC may not be able to provide cover under **Breakdown and European Motoring Assistance** and this **Breakdown and European Motoring Assistance** may be cancelled.

1. You must pay the premium and any applicable taxes by the due date set out in the schedule.
2. Any claim for a reimbursement of payments made must be accompanied by proof that such payment has been made before the RAC will reimburse you, for example a receipt or invoice relating to the payment;
3. The vehicle must be registered at your home.
4. A driver that can legally drive the vehicle and is willing to drive the vehicle must be with the vehicle at the time of the breakdown and when the RAC patrol or RAC contractor arrives at the breakdown. If they are not, the RAC will not provide any service related to the breakdown;
5. If the RAC provide an onward transportation service of passengers of a vehicle, anyone under the age of 16 must be accompanied by someone who is 17 or over;
6. If the RAC provide an onward transportation service for the driver and the passengers of a vehicle, any animals that were in the vehicle can only be transported in the vehicle at your or the driver's own risk. The RAC will not transport animals in the recovery vehicle and they will not be liable for or insure any animal during any onward transportation, however any guide dogs will be transported with their owners;
7. The RAC will attend a breakdown at the driver's request in good faith. By making a request for service under the terms of this **Breakdown and European Motoring Assistance** you or the driver confirm that the driver and the vehicle comply with all legal requirements;
8. Each driver must be authorised by you to be driving the vehicle. If not, the RAC will not be able to provide any service related to the breakdown; and
9. The driver must be able to prove the vehicle's eligibility by producing the schedule and/or the Certificate of Motor Insurance applicable to the vehicle they are driving;

Upon request from the RAC, you or the driver must provide the RAC with proof that the vehicle complies with any of the above conditions and allow the RAC to examine the vehicle to confirm whether it is in a legal or roadworthy condition, at any time. If you or the driver is unable to provide the RAC with such proof, if you or the driver does not allow the RAC to examine the vehicle or the RAC consider (acting reasonably) that a vehicle is not in a legal or roadworthy condition for any other reason, the RAC reserve the right to refuse to provide any service under this **Breakdown and European Motoring Assistance** relating to that vehicle. This means the claim may be declined. You or driver must also tell the RAC if they are aware of any mechanical, electrical or other defect or problem with a vehicle which may cause it to break down.

General exclusions

The following exclusions apply to all Sections of this **Breakdown and European Motoring Assistance**. **Breakdown and European Motoring Assistance** does not cover:

1. Attendance following a **road traffic accident** in the **domestic territory**. If a **driver** has had a **road traffic accident** in the **domestic territory** and would like the **RAC** to recover the **vehicle** they will be able to assist for an additional charge;
2. Attendance following fire, flood (in the **domestic territory**), theft, act of vandalism or any other incident covered by any policy of motor insurance. If **you** or a **driver** would like the **RAC** to recover the **vehicle** following one of these incidents **they** will be able to assist for an additional charge;
3. Assistance in a medical emergency;
4. Any **vehicle** that is already at a garage or other place of repair;
5. Servicing or assembly of a **vehicle**;
6. **Vehicles** which have **broken down** as a result of mis-fuelling. The **RAC** will not repair the **vehicle** including but not limited to draining or removing the fuel under this **Breakdown and European Motoring Assistance**. The **RAC** may be able to drain and remove the fuel for an additional cost. The **RAC** will only recover the **vehicle** to a garage (within 10 miles of the **breakdown** in the **domestic territory**). The **RAC** may be able to repair the **vehicle** and/or arrange a recovery of the **vehicle** to another location which will be for an additional cost;
7. **Vehicles** which have **broken down** on land to which **you** or a **driver** or the **RAC** do not have permission to access;
8. **Vehicles** which have **broken down** as a result of taking part in any motorsport, motor racing, rallies, runs, timed events or other competitive events (including, without limitation, rallies or stock car racing) or activities which take place off the public highway and is not subject to the normal rules of the public highway. **Vehicles** participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded;
9. **Vehicles** being demonstrated or delivered under trade plates;
10. The transportation of any **vehicle** which the **RAC patrol** or **RAC contractor** considers is loaded over its legal limit;
11. The cost of **specialist equipment** for any reason (including safely lifting a **modified vehicle**). The **RAC** may be able to arrange breakdown and recovery services with **specialist equipment** if needed for an additional charge; All cost of such services will be payable in advance direct to the **RAC, RAC patrol** or **RAC contractor**;
12. Transportation of any horses or livestock;
13. Any costs:
 - a. incurred without the prior consent of the **RAC**. All requests for service must be made directly to the **RAC**.
 - b.
 - i. relating to repairs of wheels and tyres and costs relating to any **vehicle** not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and of sourcing it;
 - ii. the cost of towing the **vehicle** if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for the **driver** to reach a garage to get the tyre replaced;
- c. relating to a **driver** having failed to carry or having misused any equipment provided by the **vehicle** manufacturer for the purposes of removing the **vehicle's** spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
- d. relating to repairs to or replacement of glass in the **vehicle**. The **RAC** will arrange the recovery of the **vehicle** to a nearby garage for assistance but **they** will not pay for any replacement glass or pay for the fitting of any glass. **You** or the **driver** will have to pay for any work carried out on the **vehicle**. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
- e. relating to the keys to a **vehicle** being lost, stolen, broken or locked in the **vehicle**. The **RAC** may be able arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. The **RAC** will only arrange the recovery of the **vehicle** to a nearby garage for assistance and **you** or the **driver** will have to pay for any work carried out on the **vehicle**. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
- f. for **vehicle** storage charges unless otherwise expressly included in the relevant Section; or
- g. for ferry crossings and/or toll fees of a **vehicle** to enable a successful recovery of the **vehicle** under this **Breakdown and European Motoring Assistance** and the cost of any return ferry crossings and/or toll fees of the recovery **vehicle**;

14. Any losses that are not directly associated with the **breakdown** or the incident in relation to which a **claim** is made under this **Breakdown and European Motoring Assistance**. For example, loss of earnings due to the **RAC** being unable to repair the **vehicle** at the roadside, losses caused by delay in the **RAC** (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any claim **you** or a **driver** may have for death or personal injury);
15. Any service under this **Breakdown and European Motoring Assistance** if the **RAC** are prevented from doing so in circumstances beyond **their** reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances the **RAC** will take steps to prevent or minimise the effects of such circumstances on their services;
16. In the event of involvement of an **emergency service**, the **RAC** will not remove the **vehicle** until all **emergency services** concerned have provided them with authorisation. If the **emergency services** insist on the removal of the **vehicle** by anyone other than the **RAC**, they will not meet the cost of the removal; or
17. Any **claim** caused directly or indirectly by the **driver** being affected by intoxicating liquors or drugs.

Cancelling this Policy

1. You may cancel this **Breakdown and European Motoring Assistance** at any time after the date **Aviva** have received the **premium** by providing seven days notice in writing.
2. If there is a default under **your Aviva** credit agreement which finances this **Breakdown and European Motoring Assistance** we may cancel this policy by providing notice in writing to **you** in accordance with the default termination provisions set out in **your Aviva** credit agreement.

If **your Breakdown and European Motoring Assistance** is cancelled under (1) or (2) above and provided that there have been no:

- a. **claim(s)** made under the **Breakdown and European Motoring Assistance** for which the **RAC** have made a payment;
- b. **claim(s)** made under the **Breakdown and European Motoring Assistance** which are still under consideration;
- c. incident(s) which **you** are aware of and are likely to give rise to a **claim** which has already been or is yet to be reported to the **RAC**;

during the current **period of insurance** **Aviva** may, at their discretion, refund to **you** a proportionate part of the **premium** paid for the unexpired period.

3. Where there is no **Aviva** credit agreement to finance this **Breakdown and European Motoring Assistance**, **Aviva** will cancel this **Breakdown and European Motoring Assistance** from the **start date** if the **premium** has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by **Aviva** to **your** last known address.

4. **Aviva** may also cancel this **Breakdown and European Motoring Assistance** at any time by sending not less than seven days notice in writing to **your** last known address.

Aviva will refund a proportionate part of the **premium** for the unexpired period provided that there have been no:

- a. **claim(s)** made under the **Breakdown and European Motoring Assistance** for which the **RAC** have made a payment
- b. **claim(s)** made under the **Breakdown and European Motoring Assistance** which are still under consideration
- c. incident(s) which **you** are aware of and are likely to give rise to a **claim** which has already been or is yet to be reported to the **RAC**.

during the current **period of insurance**.

To cancel, please contact **your** insurance advisor

Misuse of Breakdown and European Motoring Assistance from Aviva

You and any **driver** must not:

1. Behave inappropriately towards any representative of the **RAC** by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or
2. Misuse **Breakdown and European Motoring Assistance**, including but not limited to, any of the following:
 - a. persuading or attempting to persuade any representative of the **RAC** into a dishonest or illegal act;
 - b. false or fraudulent actions or dishonesty or any act or omission which is wilful or unlawful;

- c. omitting to tell the **RAC** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under this **Breakdown and European Motoring Assistance**;
- d. providing false information in order to obtain a service that would not otherwise be covered under this **Breakdown and European Motoring Assistance**;
- e. knowingly allow, or not take reasonable care to prevent, someone not covered by this **Breakdown and European Motoring Assistance** attempting to obtain a service under this **Breakdown and European Motoring Assistance**; or
- f. paying for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

In the event that this condition is not complied with, the **RAC** will contact **you** to discuss the concerns of the **RAC** and if the concerns are not dealt with within a reasonable time or cannot be dealt with the **RAC** reserve the right to:

1. Refuse to provide any services to **you** or the **driver** under this **Breakdown and European Motoring Assistance** with immediate effect; and
2. Immediately cancel this **Breakdown and European Motoring Assistance** in accordance the cancellation provisions.

Aviva or **RAC** will notify **you** in writing in the event that they decide to take any action outlined above.

If any **claim** is found to be fraudulent in any way this **Breakdown and European Motoring Assistance** from **Aviva** will be cancelled immediately and all **claims** forfeited and the **RAC** may also take any of the additional steps as set out above.

Complaints procedure

The RAC are committed to providing you with the highest standard of service and customer care. However, there may be occasions when you feel you did not receive the standard of service you expected.

If you would like to complain about any aspect of the service the RAC have provided to you under this **Breakdown and European Motoring Assistance** from Aviva cover please contact the RAC as set out below.

Please bring the complaint to the attention of RAC as soon as you can as this will assist them and you to resolve the complaint as quickly as possible.

If you are dissatisfied with any aspect of the breakdown services provided:

1. Call the RAC customer care number on:
0330 159 0360; or
2. Write to the RAC at:
Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol BS32 4QN; or
3. Email the RAC at:
breakdowncustomercare@rac.co.uk

If you contact the RAC in writing, by calling or by email please provide your full name, contact telephone number, policy number and, where applicable, the vehicle registration number.

If you have a complaint about anything else, you can write to Aviva at Customer Relations, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR, or telephone Aviva on 0345 030 6922, whichever suits you and ask your contact to review the problem.

Aviva will acknowledge your complaint promptly. If Aviva can't fully investigate and respond to your complaint within 10 working days, Aviva will let you know their expected response date.

Financial Ombudsman Service

In the event that we cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:

Telephone : 0800 023 4567 or 0300 123 9 123*
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us. If your complaint relates to the provision of services by us, you will not be able refer your complaint to the Financial Ombudsman Service.

Using this complaints procedure will not affect your legal rights.

* Call charges may apply. Please check with your telephone provider.

Financial Services Compensation Scheme

RAC Insurance Limited (in relation to Sections B and C) are covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant Sections of cover, you may be entitled to compensation from the FSCS. This depends on the circumstances of the claim.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, by telephone on 0800 678 1000 or 0207 741 4100 or by writing to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

The cover provided by RAC Motoring Services under Sections A and B of this **Breakdown and European Motoring Assistance** is not covered by the FSCS.



Risks situated within the UK are underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavis, Perth PH2 0NH.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firms reference number is 202153.
Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company.
Aviva Insurance Ireland Designated Activity Company is authorised by the Central Bank of Ireland and regulated for conduct of business in the United Kingdom by the Financial Conduct Authority.
Registered Branch Office in England No. FC035511 Registered Branch Address: St Helen's, 1 Undershaft, London EC3P 3DQ.