

# Your Minifleet Policy

# Contents

	Page		Page
Introduction	2	Additional covers	
Contract of insurance	3	Section 3 Indemnity to Principals	13
Law applicable to contract	4	Section 4 Medical expenses	14
Telephone call charges and recording	4	Section 5 Personal belongings	14
Our promise of service	5	Section 6 Trailers/attachments	14
Definitions	6/7	Section 7 Continental use/Compulsory insurance requirements	15
Policy cover index	8	Section 8 Unauthorised movement	15
Section 1 Cover for your vehicle	9	Section 9 Unauthorised use or driving	15
Loss of or damage to your vehicle	9	Section 10 Unlicensed drivers	16
Excesses	9	Section 11 Emergency treatment	16
New Private Car and Goods-carrying Vehicle Replacement	10	Section 12 Contingent liability	16
Section 2 Liability to Third Parties	11	Section 13 Vehicles laid up and out of use	16
Liability of Other Persons Driving or Using Your Vehicle	11	Section 14 Replacement locks	16
Indemnity to Owner (Leasing or Hiring Agreements)	11	Section 15 Legal services and advice	17/18
Indemnity to Legal Personal Representatives	12	Section 16 Breakdown benefits	20
Legal costs	12	General exceptions	41
Cross Liabilities	12	Conditions	42/43/44/45/46
Application of Indemnity Limits	12		

# Introduction

Welcome to Minifleet. You should keep this document in a safe place and make a note of your policy number and the Fleetline number so these are available should an emergency arise.

If you have any queries about the cover or you would like to extend it, please speak to your usual insurance adviser.

**0800 246876**

– your claims and emergency helpline

Fleetline is open 24 hours a day, 365 days a year, on 0800 246876. Call us free for immediate assistance in an emergency or to notify us about a claim.

## **Making a claim**

Just one call to Fleetline and our professionally-trained Incident Managers will help you get your business back to normal as fast as possible, with minimum fuss.

First, we will confirm whether the incident is covered by your policy and advise you of any excess you will have to pay. There is no need to fill out a claim form.

You will be assigned a Personal Incident Manager to handle your claim from

beginning to end, keeping you regularly updated on its progress.

## **In case of an accident**

If you have been involved in an accident and your vehicle cannot be driven, your Incident Manager will look after your immediate needs by:

- arranging for your vehicle to be recovered and taken to an Approved Repairer
- dealing with any immediate concerns you may have, such as contacting those who need to know you have been involved in an accident.

The repair bills will be paid directly by us to our Approved Repairer (apart from any applicable excess) so there is no need to worry about the finance.

## **Damaged windscreens/windows**

If your windscreen or windows are cracked, chipped or shattered, call Fleetline and an Incident Manager will arrange for an approved glass company to get to you as quickly as possible, assess the damage and either repair or replace the windscreen.

## **Breakdown and European Assistance**

If you have selected Breakdown insurance and you require Breakdown and European Assistance, call Fleetline and we will arrange for the RAC to be with you as soon as possible.

You do not have to pay extra for Fleetline; it is all part of the service.

## The contract of insurance

This policy is a contract of insurance between **you**, the **policyholder**, and **us**, Aviva.

This policy, the declaration or any statement of facts, 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, 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 to Insurance Premium Tax where applicable) for any change 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, 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, that law applying in that part of the UK, 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 insurance adviser.

## Use of Language

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

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](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaint 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](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

# Definitions

Whenever the following words or phrases appear, the meaning will be as described below:

## The Insured/Insured Person/You/Policyholder

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

## The Insurer/We/Us/Company

Aviva Insurance Limited, except where otherwise shown in the policy schedule.

## Your Vehicle

Any motor vehicle:

- (1) 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
- (2) 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.

Specific definitions of **your vehicle** appearing in this policy are set out below:

- **Agricultural Vehicle** means 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. Such vehicles appear in the **schedule** of vehicle types as AG

- **Goods-carrying Vehicle** means any motor vehicle manufactured or adapted for the carriage of goods (other than an Agricultural Vehicle). Such vehicles appear in the **schedule** of vehicle types as GV
- **Motor Cycle** means any mechanically-propelled two-wheeled vehicle with or without a sidecar or trailer attached. Such vehicles appear in the **schedule** of vehicle types as MC. (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)
- **Private Car** means any passenger-carrying motor vehicle with not more than 17 seats (including the driver) and not used for hire or reward. Such vehicles appear in the schedule of vehicle types as PC
- **Special Types Vehicle** means any motor vehicle manufactured or adapted to operate primarily as a tool and not designed for the carriage of goods or passengers. Such vehicles appear in the schedule of vehicle types as ST.

## Schedule

The document which gives details of the cover **you** have.

## Certificate of Motor Insurance

The current document that proves **you** have the motor insurance **you** need by law. It shows who can drive **your vehicle** and what **you** can use it for. It is proof that **you** can use **your vehicle** on a road or other public place, as required by the **Road Traffic Acts**.

The certificate does not show the cover **you** have.

## Period of Insurance

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

## Market Value

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

## Clause

An extra or alternative wording which changes the terms of your policy. Those clauses which apply are shown in your **schedule**.

## Fire

Fire, self-ignition, lightning and explosion.

## Theft

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

## Accessories

Parts to **your vehicle** which are not directly related to how it works as a vehicle. These include radios and other in-vehicle entertainment, communication equipment, including car phones, all of which, however, must form an integral part of **your vehicle**. Mobile phones, which operate independently through their own battery pack, are not **accessories** within this definition.

### Excess

The amount of any claim **you** will have to pay if **your vehicle** is lost, stolen or damaged.

The amount applies to each individual vehicle.

### Trailer

Any drawbar trailer, semi-trailer or articulated trailer.

### Attachments

Any item of equipment, which can be added to a **Special Types Vehicle**.

### Principal

Any person who employs **you** to act in their place or on their behalf.

### Territorial Limits

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

### Green Card

A document that you will need in certain countries that are not members of the European Union to prove that **you** have the minimum insurance cover needed by law to drive in those countries.

### 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.

### Terrorism

- (i) 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
- (ii) Any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

# Policy cover index

## Code

(See Code indicated in the **Schedule**)

A Comprehensive

B Third Party Fire and Theft

C Third Party Only

D Fire Theft and Accidental Damage

E Fire and Theft Only

Breakdown benefits

## Operative Sections

Sections 1 to 12 and 14 to 15

Section 1 operates only in respect of loss of or damage caused directly by **Fire** or by **Theft**

Sections 2 to 3, 6 to 12 and 14 to 15

Sections 2 to 3, 6 to 12 and 15

Section 13

Section 13 Sub Section 1

Section 16

## Cover

### 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.

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

#### Removable audio equipment

**We** will also pay for loss of or damage to **your vehicle's** audio equipment which is away from **your vehicle** if this equipment:

- has been designed to be removed or partly removed from **your vehicle**; and
- cannot work independently of **your vehicle**; and
- has been temporarily removed from **your vehicle** for security or maintenance purposes.

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.

#### 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.

#### Excesses

##### We will not pay for:

- (1) the first £250 of any claim (other than glass claims) if **your vehicle** (including its accessories and spare parts) is lost, stolen or damaged

*Except for Fire and Theft claims, the first part of any claim you have to pay is increased while*

*The person driving your vehicle is*

- (a) aged 20 years  
or under excess £550
- (b) aged 21 to  
24 years excess £450
- (c) aged 25 years or  
over who has not  
held a full licence  
for 12 months to  
drive your vehicle excess £450

- (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

*overrides any other general excess that would otherwise apply to glass claims*

#### Exceptions to Section 1 of your policy

##### We will not pay for:

- (1) loss of use, depreciation, wear and tear, mechanical, electrical, electronic computer breakdowns, failures or breakages
- (2) damage to tyres caused by braking or by punctures, cuts or bursts
- (3) loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- (4) loss or damage (other than by fire or theft) which results from **your vehicle** overturning where **your vehicle** is a mobile or self-propelled crane, including plant forming part of or attached to **your vehicle**

# Cover for your vehicle *continued*

## 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
- any interested hire purchase, leasing or contract hire company agrees
- **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**.

## Standard courtesy vehicle cover

Where **your vehicle** is a **Private Car** (not being a Minibus) or a **Goods Carrying Vehicle** (up to 3.5 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 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 vehicle**.

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

## 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 a small van.
- If **your vehicle** is immobile or unroadworthy **we** aim to provide a courtesy vehicle within one working day (however, if an accident 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 vehicle is required. Automatic courtesy vehicles can be supplied, providing the vehicle being repaired is an automatic.
- No courtesy car will be provided if an approved repairer is not used.

## Conditions applying to courtesy vehicle cover

(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.

(5) *loss of value following repair*

(6) *loss or damage arising from theft whilst the ignition keys of your vehicle have been left in or on your vehicle*

(7) *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 all sums which **you** may be required to pay at law 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 amount of:
  - (i) £20,000,000 where **your vehicle** is a **Private Car** or **Motor Cycle**
  - (ii) £5,000,000 in respect of all other vehicles

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 we will pay for damage to property as a result of any accident or accidents caused by **your 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
- (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

Under this Section, we will also indemnify:

- any person you give permission to drive **your vehicle**, as long as your **certificate of motor insurance** allows that person to drive; and
- any person **you** give permission to use (but not drive) **your vehicle** for social, domestic and pleasure purposes, as long as that such use is included on the **certificate of motor insurance**; and
- 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**.

### 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
  - not in the charge of and not being driven by the owner or any person employed by the owner
- the owner cannot claim under another policy;
- the owner follows the terms, exceptions and conditions of this policy as far as they can.

### Exceptions to Section 2 of your policy

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 any employee of the person indemnified which arises out of the course of such employment except where 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 carried in **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;

## 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 under this Section.

### Legal costs

**We** will pay the following legal costs if they relate to an incident that is covered under this Section:

- the fees of solicitors **we** ask to represent anyone **we** indemnify under this Section at any Coroner's Inquest or Fatal Accident Inquiry or to defend any proceedings in a Court of Summary Jurisdiction; and
- fees for legal representatives **we** ask to defend anyone **we** indemnify under this Section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

### 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** each one will be covered as if they are the only **Insured Person** covered under this policy.

### Application of Indemnity Limits

In the event of an accident involving payments by **us** to more than one person indemnified under this section, any limitation by the terms of this policy or any **clause** endorsed on it 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 of your policy  
(continued)

(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 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 whilst **your vehicle is being used in that part of an aerodrome or airport provided for the take-off and 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.*

## Section 3

### Indemnity to Principals

Where **your vehicle** is being used in connection with contract work on behalf of a **Principal**, **we** will 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**
- **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 of your policy*

**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; or*
- (2) *any amount payable by the **Principal** under any agreement which would not have been payable in the absence of such an agreement; or*
- (3) *bodily injury to the **Principal** for any amount **you** would not have to pay but for such an agreement; or*
- (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 anyone else who is in **your vehicle** are injured as a direct result of **your vehicle** being involved in an accident, **we** will pay for the medical expenses in connection with the injury up to £250 for each injured person.

## Section 5

### Personal belongings

**We** will pay **you** (or the owner if **you** ask **us**) for loss or damage to rugs, clothing and personal belongings caused by **fire, theft** or accident whilst they are in or on **your vehicle**.

The maximum amount payable for any one incident is £250.

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.

## Section 6

### Trailers/attachments

#### 1. 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.

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

#### 2. 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 unless **your vehicle** remains in close proximity to the **trailer**.

#### 3. Attachments

Where **your vehicle** is a **Special Types Vehicle** the cover will also apply to any **attachment** while attached or detached from **your vehicle**.

#### 4. Contingent liability cover for your trailers

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

### Exceptions to Section 5 of your policy

**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 rugs, clothing or personal belongings if your vehicle is a motor caravan.*

### Exceptions to Section 6 of your policy

**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 of this policy 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 other than where necessary to meet the requirements of the Road Traffic Acts*
- (4) *for loss of or damage to any fixtures fittings or utensils carried in or on any trailer*
- (5) *if your trailer is a caravan, other than to indemnify you within the terms of section 2 of the policy while your 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 temporarily 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 subject of payment under Section 1 and/or
- (3) General Average contributions, Salvage and Sue and Labour charges whilst **your vehicle** is being transported by sea between any of the countries specified provided that **your vehicle** is covered by this policy for loss or damage.

## Section 8

### Unauthorised movement

The cover provided by Sections 1 and 2 of this policy is extended to include the unauthorised movement of any vehicle causing an obstruction or otherwise preventing the operation of your business.

## Section 9

### Unauthorised use or driving

Other than as stated in General Exceptions (1)(a) and (1)(b), **we** will in the terms of Section 2 of this policy indemnify **you** whilst **your vehicle** is being driven or used other than in accordance with the terms of the **certificate of motor insurance**.

### Exceptions to Section 8 of your policy

*This Section does not apply if the obstructing vehicle is:*

- (1) *being driven by or moved by any person other than*
  - **you**; or
  - **a person employed by you**
- (2) *owned or hired to you under a hire purchase agreement or loaned or hired or leased to you.*

## Section 10

### 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 the **certificate of motor insurance** will otherwise apply.

## Section 11

### Emergency treatment

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

## Section 12

### Contingent liability

We will indemnify **you** in the terms of Section 2 of this policy:

- (a) while any vehicle not belonging to **you** and not provided by **you** is being used in connection with your business by any person in your employment
- (b) while any vehicle hired-in by **you** is being used in connection with your business by any hired-in driver.

### *Exceptions to Section 12 of your policy*

*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 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 of 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 Sub-Section 1 above **your vehicle** is also covered in respect of accidental damage.

## Section 14

### Replacement locks

Where **your vehicle** is a **Private Car** or a **Goods-carrying Vehicle**, if the vehicle keys or lock transmitter are lost or stolen, **we** will pay the cost of replacing the:

- (a) affected locks
- (b) lock transmitter and central locking interface
- (c) the 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 keys or transmitter.

## Section 15 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**.

### Exceptions to Section 15

*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.*

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 15

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.

### 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.

## Section 16

### Breakdown benefits

Breakdown and European Motoring Assistance is a separate policy. The cover and service under this section applies only if stated in your policy 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 Typetalk 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](mailto: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.

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 Aviva Insurance Limited;

“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**;

### 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](mailto: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**.

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](http://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.

Your policy does not cover the following:

- (1) any accident, 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** except that cover will not be withdrawn
    - (i) while **your vehicle** is in the custody or control of a member of the motor trade for the purposes of overhaul upkeep or repair
    - (ii) if the injury, loss or damage was caused as a result of **your vehicle** being stolen or having been taken without your consent or other lawful authority
    - (iii) if the person driving does not have a driving licence and **you** had no knowledge of such deficiency
  - (b) driven by **you** unless **you** hold a licence to drive **your vehicle** or **you** have held a licence and are not disqualified from holding or obtaining such a licence
  - (c) driven by anyone else with your general consent who, to your knowledge, does not have a licence to drive **your vehicle**, has never held one or is disqualified from holding or obtaining such a licence
- (2) any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist
- (3) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss or 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) above,except as is necessary to meet the requirements of the **Road Traffic Acts**
- (5) any accident, injury, loss or damage (except under Section 2 of this policy) arising during or in consequence of riot or civil commotion occurring
    - (a) in Northern Ireland
    - (b) outside of the European Union, Croatia, Iceland, Norway and SwitzerlandThis exception will not operate if **you** can prove that the accident, injury, loss or damage was not caused by this peril
- (6) any accident, injury, loss or damage (except under Section 8 of the policy) if any vehicle is registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

# Conditions

## 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 and assistance necessary 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 less 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 Section 2 or 12 of the policy which **we** would otherwise be entitled to exclude under Exception (1) to Section 2 and Exception (2) to Section 12.

## 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 Definitions to 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 acquired or disposed of and in respect of these details **you** will pay **us** an additional premium or receive from **us** a refund calculated as agreed.

## Your duty to prevent loss or damage

7. **You** shall at all times take all reasonable steps to safeguard **your vehicle** from loss or damage. **You** shall maintain **your vehicle** in efficient condition and **we** shall have at all times free access to examine such vehicle.

## Arbitration

8. 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

9. 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

10. 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

11. 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.

# Conditions *continued*

## Motor Insurance Database – supply of vehicle details

12. **You** will immediately provide **us** with all relevant motor vehicle details of all motor vehicles whose use 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.

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

#### 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.



Aviva Insurance Limited.  
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Registered Office: Pitheavlis, Perth PH2 0NH

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the Financial Conduct Authority and the Prudential Regulation Authority.