

# Your Aviva Online and Aviva Premium motor insurance policy

**Had an accident?**

**Tell us as soon as you can:**

Go to **[aviva.co.uk/make-a-claim](https://www.aviva.co.uk/make-a-claim)**

or call us on **0345 030 8647**

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



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# Welcome. We've got you covered.

Together with your policy **schedule**, this booklet gives you all the details of **your car** insurance policy. If you have got any other questions – or to tell **us** how you have found **us** to deal with – just get in touch through **our** website.

## Call us now on 0345 030 8647 if:

- You have been involved in an accident;
- You need to make a claim;
- You need your glass repaired.

For anything else – or to make changes to your policy or cover – do it online at [www.direct.aviva.co.uk/MyAccount/login](http://www.direct.aviva.co.uk/MyAccount/login).

## We can help you if:

### You have been involved in an accident

If you have been involved in an accident, call **us** straightaway.

Providing you have a valid claim, **we** will recover **your car**, and get you and your passengers home or to your destination anywhere within the **territorial limits**.

Then – once you are home safely – **we** will get **your car** fixed at one of **our** approved garages. You will also benefit from **our** Repair Guarantee (see Section 1. Loss of or damage to your car). **We** will settle all the bills direct, and **we** will also take you through your claim. If someone else's insurers get in touch with you, just pass them on to **us**.

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

### You need to make a claim

**We** will take your details over the phone.

**We** can do things faster if you have got these details:

- Your policy number;
- The registration number of **your car** and any other cars involved;
- The names and addresses of everyone else in the accident, including your passengers;
- Specifics about what happened and the damage to **your car**;
- Reference numbers from the police if you have been given them.

### You need your glass repaired

**We** will arrange a convenient time for **our** glass repairer to come and sort out your windscreen, sunroof or windows.

### Large print, audio and Braille

If you need this policy in large print, audio or Braille, email **us** at [team@mail.online.aviva.co.uk](mailto:team@mail.online.aviva.co.uk).

### 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.

# Your policy

This policy booklet forms part of your legal contract with **us** and explains exactly what you are covered for. Your **schedule** shows the level of cover you have chosen.

## The contract of insurance

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

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

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

## Use of Language

All communications relating to this contract will be in English.

## Your cancellation rights

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

If the insurance cover hasn't started yet, the **principal policyholder** will be entitled to a full refund of the premium paid.

Or, if the **principal policyholder** wishes to cancel the policy within the first 14 days and the insurance cover has already started, the **principal policyholder** will be entitled to a refund of the premium paid, less a proportionate deduction for the time for which **we** have provided cover. There will also be an additional charge as shown in the **schedule** of £25.00 (plus Insurance Premium Tax, where applicable) if the **principal policyholder** cancels the whole policy within the first 14 days to cover the administrative cost of providing the policy.

The cancellation fee may be reduced to ensure the total amount paid in the period does not exceed the annual premium.

The **principal policyholder** won't receive a refund of premium if a claim has been made for the car under 'Section 1. Loss of or damage to your car' and;

1. **We** have agreed to settle the claim by paying the **market value** (less any excess applicable), or by replacing **your car** under new car replacement; and,
2. **We** haven't been able to recover the full amount from a responsible third party.

The **principal policyholder** can cancel the policy online via My Aviva. It is the **principal policyholder's** responsibility to notify all **persons insured** that this policy has been cancelled.

If the **principal policyholder** doesn't exercise the right to cancel the policy, it will continue in force and the **principal policyholder** will have to pay the premium.

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

## Administration charge

There will be no administration charge applied to changes made online via MyAviva. However, if more than 5 changes are made in any one month period **we** reserve the right to apply an administration charge of £30.00 (plus Insurance Premium Tax where applicable) for each subsequent change. **We** reserve the right to apply an administration charge of £30.00 (plus Insurance Premium Tax where applicable) for any changes you ask **us** to make to your policy.

## Administration and cancellation fees and charges

**We** apply administration and cancellation fees and charges under certain circumstances as shown in the following table:

Scenarios	Fee/Charge
<b>We</b> , or you cancel the policy within 14 day cooling off period (before cover has started)	No fee/charge
<b>We</b> , or you cancel the policy within 14 day cooling off period (after cover has started)	£25*
<b>We</b> , or you cancel the policy after the 14 day cooling off period has ended	£50*
If you make more than 5 changes to the policy in any one month, we reserve the right to apply an administration charge	£30*

\*Plus Insurance Premium Tax at the appropriate rate.

For further information on the cancellation charges and cancellation details please refer to 'Your cancellation rights' on page 4 and the 'General Conditions' on page 30 of this booklet.

## Information and changes we need to know about

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

You can make changes online at <https://www.direct.aviva.co.uk/MyAccount/login>

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

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

- Criminal convictions for any of the **persons insured**, or to be insured.
- A change of vehicle.
- Any vehicle modifications.
- Any change affecting ownership of the vehicle.
- Any change in the way that vehicle is used.

If you are any doubt, please contact **us** here <https://help.online.aviva.co.uk/contact-form>

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

When you inform **us** of a change, **we** will tell you if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

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

- **we** may cancel your policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

## Definitions

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

### Approved repairer

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

### Automated vehicle

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

### Certificate of motor insurance

The current document that proves you have the motor insurance required by the **Road Traffic Acts** to use **your car** on a road or other public place. It shows who can drive **your car**, and what you can use it for and whether you are allowed to drive other cars. The certificate of motor insurance does not show the cover you have.

### Fire

Fire, self-ignition, lightning and explosion.

### Market value

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

### Partner

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

### Period of insurance

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

### Persons insured

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

**Vehicle policyholder** Person nominated by the **principal policyholder** as being the main user of any vehicle insured under this policy as described in your **schedule**, providing the **certificate of motor insurance** allows that person to drive the motor vehicle. Where the **vehicle policyholder** is the owner/registered keeper of the vehicle any benefits which may be due under Sections 1, 3, 6, 8, and 10 may be paid, at **our** discretion to them instead of the **principal policyholder** named in your **schedule**.

**Named driver** Person nominated by the **principal policyholder** as being a user (but not the main user) of any motor vehicle insured under this policy as described in your **schedule**, providing the **certificate of motor insurance** allows that person to drive the motor vehicle (named drivers are not entitled to benefits provided under Section 2 - Driving other cars and Section 12 Comprehensive driving other people's cars).

### Road traffic acts

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

### Schedule

The document which gives details of the cover you have.

### Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City),

Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

### Theft

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

### Track day

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

### We/us/our

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

### Your car

- Any motor vehicle described in the **schedule** and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle has been delivered to you and remains effective;
- Any motor vehicle loaned to you or a permitted driver shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy;
- Any motor vehicle loaned to you or a permitted driver shown on your **certificate of motor insurance** for up to seven days by a garage, motor engineer or vehicle repairer while the motor vehicle described on your **schedule** is being either serviced, repaired or having a MOT test.

# Cover summary

Some cover sections under this policy are optional and do not apply unless shown in your **schedule**.

Section	Cover	Aviva Online	Aviva Premium	Page
1.	Loss of or damage to <b>your car</b>	✓	✓	9
	Vehicle recovery in the event of an accident or fire or theft	✓	✓	9
	Repair guarantee	✓	✓	10
	Courtesy car (whilst <b>your car</b> is being repaired)	✓	✓	10
	Hire car (following total loss or <b>theft</b> )	Optional	✓	11
	New car replacement	✓	✓	11
	Child seats	✓	✓	12
2.	Your liability	✓	✓	13
	Driving other cars (Third Party only cover)	✓ (vehicle policyholder only)	✓ (vehicle policyholder only)	13
	Liability of other persons driving or using <b>your car</b>	✓	✓	13
	Legal costs	✓	✓	14
3.	Personal belongings	✓	✓ (increased limit applies see <b>schedule</b> )	16
4.	Emergency treatment	✓	✓	16
5.	No claim discount	✓	✓	17
	Protected no claim discount – three years	Optional	Optional	18
	Protected no claim discount – four years or more	Optional	Optional	18
6.	Glass	✓	✓	19
7.	Foreign use	✓	✓	19
8.	Personal accident	✓ (vehicle policyholder, partner and named drivers)	✓ (vehicle policyholder, partner and named drivers)	20
	Increased Personal accident	Optional vehicle policyholder, partner and named drivers)	Optional (vehicle policyholder, partner and named drivers)	20

Section	Cover	Aviva Online	Aviva Premium	Page
9.	Motor Legal	Optional	✓	21
10.	Replacement locks	✓	✓	25
11.	Excess cover for rental cars	✗	✓	26
12.	Comprehensive Driving Other People's cars	✗	✓	28

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

### If your car is lost, stolen or damaged, we will:

1. repair **your car** unless you notify **us** that you want **us** to pay someone else to repair it; or
2. replace **your car**; or
3. pay you a cash amount equal to the loss or damage.

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

The same cover also applies to:

1. accessories. The most **we** will pay for accessories is shown in your **schedule**.
2. spare parts and components for **your car** while these are in or on **your car** or while in your private garage.

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

The most **we** will pay will be the **market value** of **your car** at the time of the loss.

### What if my vehicle is on finance?

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

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

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

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

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

Within the **territorial limits** **we** can arrange for the protection and removal of **your car**. In the event of an accident please ring **our** Claims helpline and **we** will arrange for the following:

1. Someone to come out and help. If **your car** cannot be made roadworthy

immediately it will be taken to **our** nearest **approved repairer**.

2. **Your car** can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to **your car**. An additional excess will apply in addition to any other excesses under this policy if the repairer chosen is not one of **our approved repairers**. We do not provide a courtesy car if the repairer chosen is not one of **our approved repairers**.
3. Transport for the driver and passengers home or for the completion of your journey; or
  - Overnight accommodation for you and your passengers up to a maximum of £150 in total not including the costs of meals or drinks; or
  - A refund of the cost of public transport for you and your passengers to reach the end of your journey subject to a maximum of £150. You will need to produce receipts in order to claim for this.
4. The onward transmission of any messages on your behalf.
5. Delivering **your car** back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out.

### Repair guarantee

We will provide a lifetime guarantee on repair quality carried out on **your car** by **our approved repairer** for as long as you continuously insure **your car** with **us**. If you no longer insure **your car** with **us**, we will continue to guarantee the repair quality carried out on **your car** by **our approved repairer** for a period of 3 years from the date of completion of the repairs, or for the remainder of the original manufacturer's

warranty for **your car** if it's more than 3 years. Repair quality means bodywork repairs, paint repairs and 'workmanship' which is the work carried out by skilled technicians.

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

### Exclusion to repair guarantee

We won't pay for damage under the repair guarantee arising from deterioration and wear and tear or parts and component failures.

### Courtesy car

There are variations in cover under courtesy car depending on the cover level you have bought. Your **schedule** will show which cover level you have.

A courtesy car is provided subject to availability and the terms and conditions of the vehicle provider to reduce your inconvenience and where possible ensure you remain mobile. It is not intended to be an exact replacement for **your car**. All courtesy cars have comprehensive cover under your policy for the period the courtesy car is provided.

1. A courtesy car will only be provided when your claim has been accepted and **your car** is repairable, and is being repaired by **our approved repairer** network.
2. A courtesy car is typically a small three door hatchback car with four seats. If you have selected the Premium cover level, the courtesy car will be a five door car with room to seat five people.
3. If **your car** is immobile or unroadworthy we aim to provide a courtesy car within one working day (however if an incident occurs during a weekend or on a bank/public holiday, it may not be possible to

provide a courtesy car until the following normal working day).

4. To avoid undue delays, please advise **us** during the early stages of your claim if you need an automatic transmission courtesy car. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic.

**We** do not provide a courtesy car outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. However, you can buy **our** Breakdown cover with European Motoring Assistance option which provides cover if there is an accident, breakdown or **theft** abroad.

### Hire car – optional cover

There are variations in cover under hire car depending on the cover level you have bought. Hire car is included in Premium cover. Your **schedule** will show which cover level you have.

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

1. A hire car will be provided to the **vehicle policyholder** if **your car** has been stolen or has been damaged and is not repairable. Hire cars are subject to availability and the terms and conditions of the vehicle provider and are provided for a minimum of 5 days and a maximum of up to 21 days, or until your settlement has been agreed (whichever is earlier).
2. A hire car is typically a small three door hatchback car with four seats. If you have selected the Premium cover level, the hire car will be a five door car with room to seat five people.
3. If **your car** is immobile or unroadworthy **we** aim to provide a hire car within one working day (however if an incident occurs during a weekend or on a bank/public holiday, it

may not be possible to provide a hire car until the following normal working day).

4. To avoid undue delays, please advise **us** during the early stages of your claim if you need an automatic transmission car. Automatic hire cars can be supplied, providing the car being repaired is an automatic.

**We** do not provide a hire car outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### New car replacement

**We** will replace **your car** with a new car of the same make, model and specification (if one is available in the UK) if, the **principal policyholder, vehicle policyholder** or **partner** are the first registered keeper of **your car**, (or second registered keeper where it was pre-registered and the mileage of **your car** was less than 250 miles) and within 12 months of buying it from new:

- The cost of repairing any damage in respect of one claim covered by the policy is more than 60% of the car's UK list price (including car tax and VAT); or
- it is stolen and not recovered.

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

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

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

If the qualifying criteria set out above are not met, or you do not wish **us** to replace **your car** with a new vehicle of the same make,

model and specification, the most **we** will pay will be the **market value** of **your car** at the time of loss or damage.

### Child seats

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

### Excesses

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

- An excess will apply to most claims
- An additional excess will apply if the driver is 24 or under.

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

## Section 1.1 Loss of or damage to your car – exclusions

**We** won't pay for:

1. Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts.
2. Loss or damage if, at the time of the incident, **your car** was being driven or used without your permission by someone you know (unless you have reported them to the Police).
3. Loss or damage arising from use of **your car** while taking part in a **Track day** or whilst driving on the Nürburgring Nordschleife.
4. Loss or damage caused by the unauthorised, and/or malicious access to computer or electronic components and systems, resulting in any reprogramming of software, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the Vehicle Manufacturer.
5. Loss or damage arising from **theft** while:
  - **Your car's** ignition keys (including any key, device or code used to secure, gain access to, or to enable **your car** to be driven) have been left in or on **your car**;
  - **Your car** has been left unattended with the engine running.
6. Loss or damage arising from confiscation or requisition or destruction by or under order of any government or public or local authority.

## Section 2. Your liability

We will insure the **persons insured** for all amounts which they may have to pay as a result of you being legally liable for:

1. Another person's death or injury.
2. Damage to another person's property up to a maximum amount of that shown in your **schedule** (excluding that person's costs and expenses and any other costs and expenses) and up to the amount shown in your **schedule** for that person's costs and expenses and any other costs and expenses incurred with **our** written consent in relation to damage to that person's property as a result of an accident caused by:
  - **Your car**;
  - Any trailer while it is being towed by **your car**.

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

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

### High category hazardous goods:

Any substance within the following United Nations Hazard Classes:

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

### Hazardous locations:

Power stations; Nuclear installations or establishments; Refineries, bulk storage or production premises in the oil, gas

or chemical industries; Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries; Ministry of Defence premises; Military bases; Rail trackside; Any other rail property to which the public do not have lawful access.

### Driving other cars

We will insure the **vehicle policyholder** whilst driving any other car within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

1. The car does not belong to the **vehicle policyholder** or is not hired to them under a hire purchase agreement.
2. The **vehicle policyholder** is driving the car with the owner's express consent.
3. The **vehicle policyholder** still has **your car** and it has not been damaged beyond cost effective repair.
4. The **vehicle policyholder** is aged 25 or above, at inception or last renewal of this policy.
5. The **certificate of motor insurance** indicates that the **vehicle policyholder** can drive such a vehicle.
6. The car is not an **automated vehicle**.

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

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

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

1. Any person given permission by the **vehicle policyholder** to drive **your car** provided that your **certificate of motor insurance** allows that person to drive **your car**.
2. Any person given permission by the **vehicle policyholder** to use (but not drive) **your car**,

but only whilst using it for social, domestic and pleasure purposes.

3. Any passenger travelling in or getting into or out of **your car**.
4. The employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes, as long as your **certificate of motor insurance** allows business use. This does not apply if;
  - The vehicle belongs to or is hired by such employer or business partner;
  - The **principal policyholder** is a corporate body or firm.

### Legal costs

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

1. At a Coroner's inquest;
2. Fatal accident inquiry;
3. In any proceedings brought under the **Road Traffic Acts** or equivalent European Union legislation.

### We will not pay representation for:

1. A plea of mitigation (unless the offence you are charged with carries a custodial sentence);
2. Appeals.

## Section 2.1 Your liability – exclusions

**We** won't pay for:

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

Unless **we** must provide cover under the **Road Traffic Acts**.

6. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the

extent that **we** must provide cover under the **Road Traffic Acts**:

**a.** Terrorism.

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

- i.** The use or threat of force and/or violence

and/or

- ii.** Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

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

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

In respect of 6 (a) and (b), where **we** must provide cover under the **Road Traffic Acts** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by any **person insured**, for which cover is provided under this section, will be:

- i.** Limited to the amount shown in the **schedule** in respect of all claims resulting directly or indirectly from one originating cause; or

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

- 7.** Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**, except where such liability is required to be covered under the **Road Traffic Acts**. For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
- 8.** A claim where **your car** is an **automated vehicle** and is being driven or used in automated driving mode and **person insured** at the time of an accident has:
  - made, or permitted alterations to any software which relates to functioning of **your car** as an **automated vehicle**, except those provided and/or approved by the vehicle manufacturer and/or;
  - failed to install or permit installation of any safety critical software updates relating to the functioning of **your car** as an **automated vehicle** which the **person insured** ought reasonably to have known were safety critical (software updates are safety critical if it would be unsafe to use the vehicle in question without the updates being installed).

## Section 3. Personal belongings

There are variations in cover under this section depending on the cover level you have bought. Your **schedule** will show the level of cover you have.

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

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

can only be made under this section when also making a valid claim which is accepted under 'Section 1. Loss of or damage to your car'.

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

### Section 3.1 Personal belongings – exclusions

**We** will not pay for:

1. Money, stamps, tickets, documents or securities (such as share and premium bond certificates).
2. Goods or samples carried in connection with any trade or business.

## Section 4. Emergency treatment

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

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

## Section 5. No claim discount

If no claims are made under your policy during the **period of insurance**, **we** will increase your no claim discount at your next renewal in line with the scale **we** apply at the time.

No claim discount will be earned separately by each **vehicle policyholder**, on each car they insure and is not transferable to any other person.

Where a claim has been made and your no claim discount is not protected, **we** will reduce your no claim discount on the car which was subject to the claim in line with the table below;

No claim discount at last renewal date (years)	No claim discount at next renewal date (years)		
	1 Claim	2 Claims	3 Claims
1	NIL	NIL	NIL
2	NIL	NIL	NIL
3	1	NIL	NIL
4	2	NIL	NIL
5	3	NIL	NIL
6 or more years	3	NIL	NIL

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

### What if the claim isn't my fault?

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

If a claim is made which is not your fault and **we** have to make a payment, **we** will reduce your no claim discount unless **we** recover all sums **we** have paid from those responsible, except where:

- the accident was not your fault, and the driver who caused it was uninsured, and you have provided **us** with:
  - the car registration and the make/model of the other car, and
  - the other car's drivers details

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

- Section 4 – Emergency treatment
- Section 6 – Glass
- Section 10 – Replacement locks

Additionally, if **your car** is lost or damaged as a result of one of the following incidents and

you make a claim under Section 1 – Loss of or damage to your car, **we** will not reduce your no claim discount:

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

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

You will still have to pay your excess. You may find other insurers view these incidents as fault claims when you apply for future insurance.

### Protected no claim discount (optional cover)

This is an optional cover and only applies if shown on your **schedule**.

Cover purchased	Number of claims	New no claim discount (NCD) entitlement
Protected no claim discount on 3 years	One claim made during any <b>period of insurance</b>	3 years NCD, protection lost
	Two claims made during any <b>period of insurance</b>	1 years NCD, protection lost
	Three or more claims made during any <b>period of insurance</b>	0 years NCD
Protected no claim discount on 4 years*	One claim made during any three year period	4 years NCD, protected
	Two claims made during any three year period	4 years NCD, protection lost
	Three claims made during any three year period	2 years NCD, protection lost
	More than three claims made during any three year period	0 years NCD
Protected no claim discount on 5 years or more*	One claim made during any three year period	5 years or more NCD, protected
	Two claims made during any three year period	5 years or more NCD, protection lost
	Three claims made during any three year period	3 years NCD, protection lost
	Four claims made during any three year period	0 years NCD, protection lost
	More than four claims made during any three year period	0 years NCD
<b>Important</b> <ul style="list-style-type: none"> <li>Protected no claim discount preserves the number of years no claim discount entitlement you have. Your renewal premium may still increase as a result of claims and other factors</li> <li>Once you reach protected no claim discount on four years or more please note that any claim made within the last three years will be taken into account and will affect your discount and entitlement accordingly.</li> </ul>		

\*We will take into account any claim(s) with any previous insurer during a two year period prior to taking out this policy (a claim for this purpose is any which would have resulted in loss of your no claim discount were it not protected).

## Section 6. Glass

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

You must telephone **our** Claims Helpline before any work is carried out. **We** will direct you to an **approved repairer**.

The excess amount you must pay for any replacement or repair is shown in your **schedule**.

Please note that if you take **your car** to a non-approved repairer **we** will only pay a limited amount of the repair or replacement cost, this amount is shown in your **schedule**.

Your no claim discount will not be affected by making a claim under this section.

## Section 7. Foreign use

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

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

In addition to this minimum cover, the policy provides the cover shown in the **schedule** in any country in the **territorial limits**, subject to:

1. **Your car** normally being kept in Great Britain or the Isle of Man.
2. Use of **your car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 90 days in any one trip.

Cover includes:

1. Transit between countries within the **territorial limits**.
2. Reimbursement of any customs duty you may have to pay on **your car** after its temporary importation into any country within the **territorial limits**, subject to your liability arising as a direct result of any loss of or damage to **your car** which is covered under 'Section 1. Loss of or damage to your car'.
3. General Average contributions, Salvage, Sue and Labour charges whilst **your car** is being transported by sea between any countries within the **territorial limits** provided that loss of or damage to **your car** is covered under 'Section 1. Loss of or damage to your car'.

## Foreign Use advice

The UK is no longer part of the European Union and you will need a Green Card for travel in the countries covered under this section. You can apply for a Green Card by visiting the Request Green Card section in MyAviva. We recommend you apply two weeks before you're due to travel to make sure the document can be posted and

delivered to you in time. For some countries, you might also need an International Driving Permit (IDP). IDPs are available at post offices, not from Aviva.

Call **us** on 01603 603857 to report a claim or get help when you are travelling abroad. For our joint protection, calls may be recorded and/or monitored.

## Section 8. Personal accident cover

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

- a road traffic accident in direct connection with the use of the insured car(s) and/or
- travelling in, getting in to or out of the insured car(s)

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

- death.
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears.
- loss of any limb which means severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

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

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

If the **vehicle policyholder**, their **partner** or **named drivers** have any other policies with **us** in respect of any other vehicle or vehicles,

the injured person can only claim these benefits under one policy. The cover applies irrespective of fault.

### Optional – Increased personal accident cover

If you have purchased the optional 'Increased Personal Accident' extension, please refer to your **schedule** for the car(s) to which it applies.

#### 1. Additional benefit for death or serious injury

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

#### 2. Physiotherapy cover for minor injuries

This extension also provides physiotherapy cover for minor injuries for the **vehicle policyholder**, their **partner** and **named drivers** if they are injured as a direct result of the insured car(s) being involved in an accident. **We** will refer you quickly to our experienced rehabilitation case management provider and will pay for treatment from a chartered physiotherapist **we** have appointed who believes treatment will help recovery.

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

Physiotherapy will end once the rehabilitation case management provider and/or treating physiotherapist advises no further treatment is required, or the limit

under this extension has been reached, whichever happens first.

The cover applies irrespective of fault.

## Section 8.1 Personal accident – exclusions

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

## Section 9. Motor Legal

### Motor Legal – optional cover

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

The cover and services explained in this section only apply if they are shown in your **schedule**. Motor Legal is included in Premium cover.

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

#### You/your

The persons covered by this section:

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

### Motor legal protection explained

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

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

As part of **your** claim **we** will pay to recover **your** financial losses (such as **your** excess and travel expenses) and also obtain compensation if, as a result of travelling in, getting into or out of **your car**, **you** die or sustain personal injury. Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe that it is more likely than not that **you** will succeed in a claim for those losses. For more information please see 'Reasonable prospects of success explained' under 'Conditions of cover' in this section.

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

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

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

This is shown as ‘Legal protection to claim costs or compensation after a motor accident or incident’.

If **you** need to report an incident or talk to **us** about a claim call **us** on **0345 300 4775**.

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

## **2. Legal protection to defend motoring offences**

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

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

**Your schedule** shows the maximum amount **we** will pay for any one claim under this cover. This is shown as ‘Legal protection to defend motoring offences’.

If **you** need to report an incident or talk to **us** about a claim call **us** on **0345 300 4775**.

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

### **Motor legal advice helpline explained**

**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 car** (e.g. private car sale).

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

Call **us** on **0345 301 6046**.

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

### **What is not covered**

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

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 resulting from prosecutions for:
  - dishonesty or violent conduct;
  - drink or drug related offences; or
  - parking offences;

This applies only to ‘2. Legal protection to defend motoring offences.’

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 by the ‘What can I do if I do not agree with the lawyer’s opinion?’ section in this policy;
10. for losses already paid by **us** under any other section of this policy.

### **Conditions of cover**

The following conditions apply to this section:

- the incident occurs during the **period of insurance**;
- the incident occurs within the **territorial limits**;

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

### Reasonable prospects of success explained

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

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

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

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

## Your claim

### How to claim

1. Before **you** call, please make sure **you** have **your** policy number, car registration and incident date ready to hand.
2. Call **us** to register **your** claim:
  - for legal protection to claim costs or compensation after a motor accident or incident, or for legal protection to defend motoring offences, please call **us** on **0345 300 4775**.

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

### Legal representation

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

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

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

### The legal costs and expenses we will pay for

**We** will pay the following:

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

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

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

### Conditions relating to your claim

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

- In respect of the following, if **you**:
  - settle or withdraw a claim without **our** prior agreement;
  - do not give suitable instructions to the appointed lawyer; or
  - dismiss an appointed lawyer without **our** prior consent, (please see the ‘Legal Representation’ and ‘What can I do if I do not agree with the lawyer’s opinion?’ sections for more information about appointing representatives),
 the cover **we** provide in respect of this claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.
- **What can I do if I do not agree with the lawyer’s opinion?**
- **We** have confidence in the opinion of **our** appointed lawyer and rely on this when deciding if **we** should continue to pay the costs and expenses towards **your** claim.
- If **you** do not agree with the lawyer’s opinion and **you** find a different lawyer, at **your** own cost, who supports **your** view, then **we** will be happy to offer a review of the case. The opinion of **your** chosen lawyer must be based on the same information regarding the claim that **you** provided to **us**.
- The lawyer conducting the review will be chosen jointly by **you** and **us**. If **we** cannot agree on who this lawyer should be then **we** will ask a relevant law society to appoint one. The reviewing lawyer will assess the case and **we** will abide by their decision. **We** will pay for the cost of this review and should they decide in **your** favour **we** will also pay any cost that **you** incurred for **your** chosen lawyer’s second opinion.
- This review and any resulting decision will not affect **your** rights to make a complaint as detailed in the complaints procedure section.

## Section 10. Replacement locks

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

The most **we** will pay will be the **market value** of **your car** at the time of the loss.

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

If your **schedule** shows hire car cover was selected, the benefits under ‘Section 1- Hire car’ will apply in the event of a claim under this section.

## Section 10.1 Replacement locks – exclusions

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

## Section 11. Excess cover for rental cars

This cover only applies on Premium cover and your **schedule** will show if you have this.

This cover provides financial protection in the event the **rental car excess** has to be paid to a **rental car company** as a result of an incident resulting in loss or damage to the rental car during the **period of insurance** up to the amount shown on your **schedule**.

### Definitions

In addition to the definitions shown at the beginning of this booklet, the following words and phrases in **bold** also apply to this section and have the meanings described below:

### Rental agreement

A valid vehicle rental agreement of no greater than 28 days entered into by the **principal policyholder** or **vehicle policyholder** and the **Rental Car Company**.

### Rental car company

A company whose primary business activity is to provide short period rental vehicles within the **territorial limits**.

### Rental car excess

The amount the renter is responsible to pay the **Rental car company** or, the amount which is described as an Excess or Collision Damage Waiver (CDW) in the **rental agreement**, in the event of loss or damage to the **rental vehicle**.

### Rental vehicle

A vehicle rented in the name of the **principal policyholder** or **vehicle policyholder** from a **rental car company** for use within the

**territorial limits** which meets the following specifications:

- a. private car – a private motor vehicle designed to carry no more than eight passengers including the driver;
- b. light commercial vehicle – a van under 3.5 tonnes gross vehicle weight.

### How to claim

You will still have to pay the **rental car excess** initially, and then reclaim it from **us**. You should inform **us** as soon as possible of any claim and will be required to provide copies of the **rental agreement**, accident/incident damage report and proof of your payment for the **rental car excess**.

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

To make a claim, please email **us** at [carhireexcess@aviva.com](mailto:carhireexcess@aviva.com) and provide the following information:

- Your name, **your car's** registration number and your postcode.
- Your policy number.
- Proof of rental, the excess amount and proof that you have paid the **rental car excess**.
- A telephone number **we** can reach you on.

### Before you drive the rental vehicle

Check carefully for any evidence of pre-existing damage to the bodywork, windows, wheels and interior. Take photographs of any

damage as well as a general image of the front, sides and rear. Report any damage to the **rental car company**. Request that they record the damage on the **rental agreement** before driving away.

### When returning the rental vehicle

If you have been involved in any incident which has caused damage to the **rental vehicle** report this to the **rental car company** and complete any accident/ incident reports they require. Request a copy of the report. Take photographs of the damage.

If you have not damaged the vehicle request that on return to the **rental car company** they record on the **rental agreement** the vehicle was returned undamaged. Again, take photographs of the front, sides and rear of the **rental vehicle**.

### Important note

- Cover will only operate following your payment of a **rental car excess** under the **rental agreement**.
- If the **rental car excess** is covered by any other insurance, **we** will only pay **our** proportionate share of the claim.
- **We** have the right to approach the **rental car company** and any third party in relation to a claim that is made under this section.
- The **rental agreement** must be in the name of the **principal policyholder** or **vehicle policyholder** however the benefit will extend to incidents where the **rental vehicle** is being driven or used by an additional driver providing that person is named on the **rental agreement**.

## Section 11.1 Excess cover for rental cars – exclusions

**We** will not pay for:

1. Any excess you have to pay under any section of this policy including where **we** have provided a hire car or courtesy vehicle under Section 1 following a claim.
2. Any excess you have to pay under any other policy of motor insurance except where that policy forms part of the **rental agreement** for a **rental vehicle**.
3. Any **rental car excess** paid as a result of an incident which causes loss or damage to a **rental vehicle** which occurs outside the **period of insurance** or **territorial limits**.
4. Any amount which is not clearly stated in the **rental agreement** as being the policy **rental car excess**.
5. Any **rental car excess** that has been waived or reimbursed to you by the **rental car company** or liable party who caused loss/damage to the **rental vehicle**.
6. Any **rental car excess** you have paid to the **rental car company** where the **rental vehicle** has been driven or used in breach of any term.

## Section 12. Comprehensive driving other people's cars

This cover only applies on Premium cover. Your **schedule** will show if you have this cover.

### Important note

You must activate Comprehensive driving other people's cars before you drive another car. If you do not, cover under this section will not operate. Cover can be activated for a maximum of 5 days at a time. You can activate this cover at any time via MyAviva.

The same cover as shown in Section 1 – Loss of or damage to your car applies to any other car driven by the **vehicle policyholder** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- you have the owner's permission to drive the car;
- the car does not belong to you or a family member who usually resides at the same address shown in the policy **schedule**;
- it is not provided or made available to you for regular use;

- you have not hired the car;
- the car is not worth more than £50,000
- the car is not an **automated vehicle**.

Liabilities to Third Parties are covered under Section 2 – Driving other cars. Your **certificate of motor insurance** will show if the **vehicle policyholder** is permitted to drive other people's cars.

The most **we** will pay is £50,000 per claim.

New car replacement, Courtesy car and Hire car benefits set out in Section 1 – Loss of or damage to your car do not apply when making a claim under this section of the policy.

For the purposes of this section the definition of 'car' includes a van under 3.5 tonnes gross vehicle weight.

The excesses for the **vehicle policyholder** shown in your **schedule** will apply to any claim for loss or damage under this section.

## Section 12.1 Comprehensive driving other people's cars – exclusions

**We** will not pay for:

- **vehicle policyholders** under the age of 25 at inception or renewal of this policy.
- any car for which you have not activated this cover before you drive it or where cover period has been exceeded.
- if the **vehicle policyholder** is covered by any other insurance for damage to the car.
- any car worth more than £50,000.

# General exclusions

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

We will not pay for:

1. Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
  - a. Used otherwise than for the purposes described under 'Description of use' section of your **certificate of motor insurance**; or
  - b. Driven by, or is in the charge of any person for the purposes of being driven who:
    - i. Is not described under the section of your **certificate of motor insurance** headed 'Permitted drivers'; or
    - ii. Does not have a valid and current licence to drive **your car**; or
    - iii. Is not complying with the terms and conditions of the licence; or
    - iv. Does not have the appropriate licence for the type of vehicle.

We will not withdraw this cover,

- a. While **your car** is in the custody or control of:
    - i. A member of the motor trade for the purposes of maintenance or repair; or
    - ii. An employee of a hotel or restaurant or car parking service.
  - b. If the injury, loss or damage was caused as a result of the **theft of your car**.
  - c. By reason of the person driving not having a driving licence, if the **principal policyholder** and/or **vehicle policyholder** had no knowledge of such deficiency.
2. Any liability a **person insured** has agreed to take on except to the extent the **person insured** would have had that liability if that agreement did not exist.

3.
  - a. Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
  - b. Any legal liability that is directly or indirectly caused by, contributed to by or arising from:
    - i. Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
  - a. War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - b. Any action taken in controlling, preventing, suppressing or in any way relating to (a) above except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.
5. Any accident, injury, loss or damage if **your car** is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
6. Loss or damage arising from a deliberate act by any **persons insured**, driving or using, **your car**.

7. Any accident, injury loss or damage arising from the use of **your car** while taking part in any competitions, trial, performance test, race or trial of speed, including off road events and **track days**, whether

between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.

## General conditions

General conditions apply to the whole of your policy.

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

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

If the information provided is not complete and accurate:

1. **we** may cancel your policy and refuse to pay any claim, or
2. **we** may not pay any claim in full, or
3. **we** may revise the premium and/or change the compulsory excess, or
4. the extent of the cover may be affected.

### Claims procedure

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

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

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

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

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

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

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

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

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

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

### Your right to cancel the policy

Following the expiry of your 14 day statutory cooling-off period, the **principal policyholder** continues to have the right to cancel this policy and/or any additional cover options at any time during its term via My Aviva. If the **principal policyholder** does so, the **principal policyholder** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover. If the **principal policyholder** cancels this policy **we** will also charge £50.00 (plus Insurance Premium Tax where applicable) to cover the administrative cost of providing this policy.

The **principal policyholder** will not receive a refund of premium if a claim has been made for the car under ‘Section 1. Loss of or damage to your car’ and;

1. **We** have agreed to settle your claim by paying the **market value** (less any excess applicable), or by replacing **your car** under New Car replacement; and,
2. **We** have not been able to recover the full amount from a responsible third party.

The **principal policyholder** can cancel the policy online via My Aviva. It is the **principal policyholder’s** responsibility to notify all **persons insured** that this policy has been cancelled.

### Our right to cancel your policy

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

Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments under an Aviva monthly credit facility). If premiums or instalment payment(s) are not paid when due **we** will write to the **principal policyholder** requesting payment by a specific date. **We** will give you at least 14 days’ notice in writing if **we** intend to cancel due to non-payment (including under an Aviva monthly credit facility). If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy, and/or any additional cover options from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud
- Where the **persons insured** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects **our**

ability to process a claim or defend **our** interests. See the 'Claims procedure' section of the General Conditions in this policy booklet.

- Where the **principal policyholder** has not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the 'Information and changes we need to know about' within the 'Your Policy' section of this policy booklet and the separate 'Important Information' notices supplied.

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

**We** will also charge £50.00 (plus Insurance Premium Tax where applicable) to cover the administrative cost of providing this policy.

### Important Note:

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

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when the **principal policyholder** provided **us** with

incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

### Other insurance

If at the time of any claim arising under this policy there is any other insurance covering the same loss, damage or liability, **we** will only pay **our** share of the claim. This condition does not apply to benefits under 'Section 8. Personal accident cover'. This provision will not place any obligation upon **us** to accept any liability under 'Section 2. Your liability' which **we** would otherwise be entitled to exclude under exclusion 1 of that section.

### Your duty to prevent loss or damage

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

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

### Your duty to comply with policy conditions

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

### Fraud

If your claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to you.

**We** may also take legal action against you to include recovery of any sums paid to you in respect of the fraudulent claim. If the fraudulent claim is made by the **principal policyholder** **we** may cancel the policy immediately, and

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

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

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 the relevant **person insured** or from the person who incurred the liability.

### **Direct right of access**

Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002.

In these circumstances **we** may deal with any

claim, subject to the terms and conditions of your policy. This may affect your no claims discount.

### **Monthly payment plan**

If the **principal policyholder** has chosen to pay the premium using **our** monthly credit facility, the **principal policyholder** must make the regular monthly payments as required in the credit agreement. If the **principal policyholder** does not do this **we** may cancel this insurance as set out in the 'Our right to cancel your policy' section within the General Conditions section of this policy booklet.

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

## **Complaints procedure**

### **What to do if you are unhappy**

If you have a complaint about:

- A claim you can email us at [claimsqueries@mail.online.aviva.co.uk](mailto:claimsqueries@mail.online.aviva.co.uk) or go to <http://www.online.aviva.co.uk/not-happy> whichever suits you and ask your contact to review the problem.
- If your complaint is regarding anything else you can email us at <http://www.online.aviva.co.uk/not-happy> and ask your contact to review the problem.

### **What will happen if you complain**

**If your complaint is not resolved quickly:**

- Your complaint will be acknowledged promptly.

- A dedicated complaint expert will be assigned to review your complaint.
- A thorough and impartial investigation will be carried out.
- You will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, you may be able to ask the

Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), where you will find further information.

### **Financial Services Compensation Scheme**

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](http://fscs.org.uk).

### **Customer comments**

If you have any comments or suggestions about **our** cover, services or any other feedback please contact **us** here <https://help.online.aviva.co.uk/contact-form>

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



To report an accident, call us straightaway on **0345 030 8647**.  
And if you hear from another party about your claim,  
ask them to get in touch with us instead.

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NMDOC15452 05.2021 © Aviva

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