Your Aviva motor insurance policy

Had an accident?
Tell us as soon as you can.
Go to **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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Breakdown cover

If you have selected optional Breakdown cover or have selected **Aviva Platinum**, you will find details of this cover in the separate Breakdown policy booklet.

Welcome. We've got you covered

Important notice - Information and changes we need to know about

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

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

- a change to the **persons insured**.
- a change of **your vehicle**.
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the **persons insured**, or to be insured.
- criminal convictions for any of the **persons insured** or to be insured.
- if any **persons insured** has an accident or claim under this or any other motor insurance policy.
- any vehicle modifications.
- any change affecting ownership of **your vehicle**.
- any change in the way that **your vehicle** is used.
- the address where you normally keep **your vehicle**.
- any change of job, including part-time for any of the **persons insured**.
- any physical or mental impairment suffered that must be notified to the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Licensing Agency Northern Ireland (DVLANI) for any of the **persons insured** or to be insured.

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

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

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

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

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

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

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

The contract of insurance

The contract of insurance between the **principal policyholder** (who acts on behalf of themselves and each **vehicle policyholder** and/or **named driver**) and **us** consists of the following elements:

- your policy booklet(s);
- information contained on your application and/or your 'Information Provided By You' document;
- your schedule including any clauses (changes in the terms of your policy) shown on it;
- **certificate of motor insurance**;

- changes to your policy in notices **we** give you at renewal;
- information under the heading 'Important Information' which **we** give you when you take out or renew your policy.

Please read them and keep them safe. It is the **principal policyholder's** responsibility to ensure that all **persons insured** are aware of the terms of this policy.

In return for you paying your premium and complying with the policy terms and conditions, **we** will insure you for anything shown in your policy booklet which your schedule shows is covered during the **period of insurance**.

Our administration and cancellation fees and charges

We apply administration and cancellation fees and charges under certain circumstances if **we** or you cancel or make changes to your cover - more details can be found in the 'Important Information' document. It is the **principal policyholder's** responsibility to notify all **persons insured** if the policy is cancelled.

How to get help

Claims

Motor claims in the UK:
Go online at aviva.co.uk/make-a-claim or if you need to talk to **us** call 0345 030 8647.

Motor claims in Europe:
Contact: (00 44) 160 360 3857

Motor Legal claim:
Contact: 0345 030 8647

Motor Legal advice:
Contact: 0345 268 0469

Complaints about a claim*:
Email **us** at: avivamotorclaims@aviva.com

Lines are open 24 hours a day.

Customer Services

Questions or changes to your policy or the information you've given **us**:
Make your changes online at www.direct.aviva.co.uk/MyAccount/login

Complaints*
Go online at www.online.aviva.co.uk/not-happy

Please refer to the opening hours at:
Aviva.co.uk/help-and-support/contact-us/motor-insurance/#contact-details

Need this in a different format?

Please get in touch if you'd prefer a document in large font, Braille or as an audio.
Email **us** at: 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.

*For details of our Complaints procedure please see the 'Complaints Procedure' section at the back of this booklet.

Need to make a claim?

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

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

Let **us** know as soon as you can. You can go to aviva.co.uk/make-a-claim. Or, if you need to talk to **us**, call 0345 030 8647. The sooner you tell **us** what's happened, the sooner **we** can help you and any third party. This helps **us** keep prices lower for you and all our customers. Our claims service is available 24/7, every day of the year.

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

We'll arrange:

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

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

If you have a broken or chipped windscreen

We'll arrange for the glass to be repaired or replaced by one of our suppliers

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

We'll arrange:

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

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

*Excesses and policy limits apply.

Definitions

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

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

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

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

Certificate of motor insurance – The current document to prove that **persons insured** have the motor insurance required by the Road Traffic Acts to use **your vehicle** on a road or other public place. It shows who can drive **your vehicle**, what it can be used for and whether you are allowed to drive other vehicles. The certificate of motor insurance does not show the cover provided.

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

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

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

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

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

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

Partner – The husband or wife or the domestic or civil partner of the **principal policyholder** or **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 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 vehicles).

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

Territorial limits – Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, 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, Montenegro, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Theft – Theft, attempted theft or taking **your vehicle** 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 – Aviva Insurance Limited and any representative appointed by us to act on our behalf.

Your vehicle – Any motor vehicle described in your schedule and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle has been delivered in accordance with the Road Traffic Acts and remains effective;

Any motor vehicle loaned to a permitted driver as shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy;

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

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

Key

These boxes highlight information we want to particularly draw your attention to	These boxes give you additional helpful information	These boxes highlight what your policy does not cover

Section 1. Loss of or damage to your vehicle

Loss of or damage to your vehicle

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

- repair **your vehicle** unless you notify **us** that you want **us** to pay someone else to repair it; or
- pay you a cash amount equal to the loss or damage.

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

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

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

Accessories are items permanently fitted to **your vehicle** which are not 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 is the **market value** of **your vehicle**.

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

Vehicle recovery and journey continuation

There are variations in cover depending on the cover level you have bought. Your schedule will show if you have selected Aviva, Aviva Gold or Aviva Platinum.

Following an incident in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, **we** will arrange to get **your vehicle** to one of our **approved repairers**. We will also arrange to get the driver and passengers home or to their intended destination or **we** will pay an amount for overnight accommodation or public transport - if you are an Aviva customer this amount is up to £200, for Aviva Gold it is up to £300 and for Aviva Platinum it is up to £500. You will need to produce receipts to claim.

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

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

We can arrange for **your vehicle** to be taken to a repairer of your choice if it is closer than our nearest **approved repairer**. This may lead to delays in arranging the repairs. **We** will not be able to provide you with a courtesy vehicle and the excess you must pay will increase. If using your own repairer, you should arrange for any **ADAS** defects to be recalibrated or repaired.

What are the benefits of using our approved repairers?

Aviva provided benefit	Approved Repairer	Non-Approved Repairer*
Additional Non-Approved Repairer Excess to pay (as shown on your schedule)	No	Yes
Repair guarantee	✓	✗
Reduced customer involvement prior to repair start date	✓	✗
Aviva collection and return of **your vehicle**	✓	✗
Courtesy vehicle for repair duration	✓	✗

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

Repair estimate

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

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

New vehicle replacement

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

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

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

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

Important note

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

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

Child seats

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

Repair guarantee

We will provide a lifetime guarantee on repair quality carried out on **your vehicle** by our **approved repairer** for as long as you own **your vehicle**. Repair quality means bodywork repairs, paint repairs and workmanship which is the work carried out by skilled technicians. All parts fitted to **your vehicle** by our **approved repairer** will be covered or the duration of the guarantee provided by the part manufacturer/supplier.

Exclusion to repair guarantee

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

Excesses

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

- An excess will apply to most claims.
- An additional excess will apply if the driver is 24 or under, or if the driver is 25 and over and has a provisional driving licence or has held their full driving licence for less than one year.
- A further excess will apply if you choose to have **your vehicle** repaired in a garage that is not one of our **approved repairers**.
- Your schedule will show the excesses you will have to pay towards any claim. If more than one excess applies to your claim, the excesses will be added together.
- If you are hit by an uninsured driver and provide **us** with the other driver's name, contact details and their vehicle registration number, **we** will refund the excess you paid. This only applies where the driver of **your vehicle** is not at fault.

What if my vehicle is on finance?

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

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

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

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

Courtesy and hire vehicles

Courtesy and hire vehicle coverage varies based on **your vehicle** type and chosen cover level and are subject to the terms and conditions of the vehicle provider. Aviva, Aviva Gold and Aviva Platinum include standard courtesy car cover, but an upgrade is needed for a courtesy van. Your schedule will indicate your cover level.

Courtesy vehicle – standard cover

- A courtesy vehicle will only be provided when your claim has been accepted and **your vehicle** is repairable and is being repaired by our **approved repairer** network.
- A courtesy vehicle is not intended to be an exact replacement for **your vehicle**.

For the level of cover I have bought what type of courtesy vehicle will I be provided with?	
Level of cover shown on your schedule?	**Vehicle provided**
Car/Van owners with Aviva or Aviva Gold standard cover	Small three-door hatchback car with four seats
Car/Van owners with Aviva Platinum standard cover	Five-door car with five seats
Van owners with optional courtesy van cover	Three-seater panel van with a gross vehicle weight of 3.5 tonnes

Hire vehicle – optional cover

The cover and services explained in this section only apply if they are shown in your schedule. Your schedule will show which cover level you have.

- A hire vehicle will be provided to the **vehicle policyholder** if **your vehicle** has been stolen or has been damaged and is not repairable. Hire vehicles are provided for a minimum of five days and a maximum of 21 days, or until your settlement has been agreed (whichever is earlier).
- A hire vehicle is not intended to be an exact replacement for **your vehicle**.

For the level of cover I have bought what type of hire vehicle will I be provided with?	
Level of cover shown on your schedule?	**Vehicle provided**
Car/Van owners with Aviva or Aviva Gold standard cover	No hire vehicle will be provided
Car/Van owners with Aviva or Aviva Gold and optional hire car cover	Small three-door hatchback car with four seats
Car/Van owners with Aviva Platinum standard cover	No hire vehicle will be provided
Car/Van owners with Aviva Platinum and optional hire car cover	Five-door car with five seats
Van owners with optional hire van cover	Three seater panel van with a gross vehicle weight of 3.5 tonnes

Important note

- If the repairer chosen is not one of our **approved repairers**, a courtesy vehicle will not be provided.
- A courtesy vehicle will not be provided if you are making a claim solely under Section 6 – Glass.
- If **your vehicle** is immobile or unroadworthy **we** aim to provide a courtesy or hire vehicle within one working day (however if an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a courtesy or hire vehicle until the following normal working day).
- The courtesy or hire vehicle will be of standard type and will not include specialised vans such as pick-up trucks or refrigerated vans.
- The courtesy vehicle must be returned to the supplying depot unless other arrangements are made with the supplier.
- Courtesy or hire cars provided by **us** are comprehensively insured under your motor policy for the duration they are provided. Only the drivers listed as permitted drivers on your **Certificate of motor insurance** are allowed to drive this vehicle.
- **We** will not pay for any additional costs or charges such as fuel, collection and delivery charges, fitting ancillary items, or any excess applicable.
- **We** do not provide a courtesy or hire vehicle outside Great Britain, Northern Island, the Channel Islands, and the Isle of Man.

Exclusions to Section 1

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

- Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts.
- Loss or damage if, at the time of the incident, it was being driven or used without your permission by someone you know (unless you have reported them to the Police).
- Loss or damage arising from use of **your vehicle** while taking part in a Track day or whilst driving on the Nürburgring Nordschleife.
- Loss or damage arising from **theft** while:
  - **your vehicle's** ignition keys (including any key, device or code used to secure, gain access to, or to enable **your vehicle** to be driven) have been left in or on **your vehicle**;
  - **your vehicle** has been left unattended with the engine running.
- Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Where **your vehicle** is equipped for the cooking or heating of food or drink, loss or damage by **fire** caused directly or indirectly from use of the cooking or heating equipment.
- Loss or damage caused by the unauthorised, and/or malicious access to **computer system(s)** or electronic components and systems, resulting in any reprogramming of **software**, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the Vehicle Manufacturer.
- You are unable to make a claim under this section when solely claiming for replacement locks. You will need to claim under 'Section 10. Replacement locks'.

Section 2. Your liability

Your liability

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

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

Important note

If **your vehicle** is carrying any of these high category hazardous goods or being used or driven at any of these hazardous locations, the amount **we** will pay for damage to another person's property will be limited to the amount shown in your schedule or such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.

High category hazardous goods:

Any substance within the following United Nations Hazard Classes:

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

Please refer to your schedule for limits on amounts permitted

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.

Legal costs

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

Liability of other persons driving or using your vehicle

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

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

Duty of care – driving at work, legal costs

We will pay:

- the **person insured's** legal fees and expenses incurred with our written consent for defending proceedings including appeals.
- costs of prosecution awarded against the defendant arising from any health and safety inquiry or criminal proceedings for any breach of the:
  - Health and Safety at Work etc. Act 1974 – Covered up to £100,000;
  - Health and Safety at Work (Northern Ireland) Order 1978 – Covered up to £100,000;
  - Corporate Manslaughter and Corporate Homicide Act 2007 – Costs covered are unlimited.

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

We will not pay:

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

Driving other vehicles

We will insure the **vehicle policyholder** while driving any other vehicle (as long as they don't own it, or it is not being provided to them under a hire purchase agreement or any other finance agreement) within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- The **vehicle policyholder** is driving the vehicle with the owner's express consent.
- The **vehicle policyholder** still has **your vehicle** and it has not been damaged beyond cost effective repair.
- The **vehicle policyholder** is aged 25 or above, at inception or renewal of this policy.
- The **certificate of motor insurance** indicates that they can drive other vehicles.
- The vehicle is not an **automated vehicle**.

Driving other vehicles cover is only available for the **vehicle policyholder**.

For the purposes of this section the definition of 'vehicle' includes a car, a van under 3.5 tonnes gross vehicle weight or a van which is an **electric vehicle** under 4.25 tonnes gross vehicle weight.

Important note

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

Exclusions to Section 2

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

- Anything which **persons insured** can claim for under another policy.
- The death of, or injury to any employee of the **persons insured** which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the Road Traffic Acts.
- Loss of or damage to property that:
  - belongs to or is in the care of any **persons insured** who claim under this section; or
  - is being carried in **your vehicle**.
- Damage to the motor vehicle covered by this section.
- A claim where **your vehicle** is an **automated vehicle** and is being driven or used in automated driving mode and the **persons insured** at the time of an accident has:
  - made, or permitted alterations to any **software** which relates to functioning of **your vehicle** as an **automated vehicle**, except those provided and/or approved by the vehicle manufacturer and/or;
  - failed to install or permit installation of any safety critical **software** updates relating to the functioning of **your vehicle** as an **automated vehicle** which the **policyholder** or **persons insured** ought reasonably to have known were safety critical (**software** updates are safety critical if it would be unsafe to use the vehicle in question without the updates being installed).



- Loss, damage, death or injury while any 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.

- Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the Road Traffic Acts:

  (a) Terrorism.

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

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

  and/or

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

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

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

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

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

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

- Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**, except where such liability is required to be covered under the Road Traffic Acts. For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
- Death or injury of any person caused by:
  - food poisoning, or
  - anything harmful contained in goods supplied, or
  - any harmful or incorrect treatment given at or from **your vehicle**.
- Loss, damage, death or injury that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of **your vehicle**, bringing a load to **your vehicle** for loading or taking a load away from **your vehicle** after unloading it.
- any claim if any **persons insured** under this section does not keep to the terms and conditions of this policy.

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 the personal belongings are in or on **your vehicle**.

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

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

Important note

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

Exclusions to Section 3

We won't cover

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

Section 4. Emergency treatment

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

Section 5. No claim discount

If you don't make any claims during the **period of insurance**, your number of years no claim discount will increase at your next renewal.

Number of years no claim discount will be earned by each **vehicle policyholder** and is not transferable to any other person.

The table in this section outlines how your number of years no claim discount will be impacted where a claim has been made.

If a claim is still outstanding at renewal, your number of years no claim discount may be reduced temporarily until the investigation is complete. If the claim is resolved in your favour, your number of years no claim discount may be restored, and any extra premium refunded.

What if the claim isn't my fault?

This is a no claim discount, not a no blame discount. If a claim is made and **we** have to pay, your number of years no claim discount will be reduced unless **we** recover all costs from the responsible party.

Claims solely under the following sections will not reduce your number of years no claim discount

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

If you have Comprehensive cover and **your vehicle** is lost or damaged due to any of the following incidents, your number of years no claim discount won't be reduced when you make a claim under Section 1:

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

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

You will still have to pay your excess.

Protected no claim discount - optional cover

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

You can protect your number of years no claim discount when you have earned three or more years.

Protecting your number of years no claim discount does not protect the overall price of your insurance premium.

Once you reach protected number of years no claim discount of four years or more please note that any claim made within the last three years will be taken into account and will affect your number of years no claim discount and entitlement accordingly.

Your number of years no claim discount now	Number of claims made in the period of insurance	Your number of years no claim discount from next renewal	
		If you'd protected it	If you hadn't protected it
0 years	0	Protection not available	1 year
	1 or more		0 years
1 year	0	Protection not available	2 years
	1 or more		0 years
2 years	0	Protection not available	3 years
	1 or more		0 years
3 years	0	4 years	4 years
	1	3 years	1 year
	2	1 year	0 years
	3 or more	0 years	0 years
Your number of years no claim discount now	**Number of claims made in any 3-year period***	**Your number of years no claim discount from next renewal**	
		If you'd protected it	**If you hadn't protected it**
4 years	0	5 years (protected)	5 years
	1	4 years (protected)	2 years
	2	4 years (protection lost)	0 years
	3	2 years	0 years
	4 or more	0 years	0 years
5 or more years	0	5 or more years (protected)	5 or more years
	1	5 or more years (protected)	3 years
	2	5 or more years (protection lost)	0 years
	3	3 years	0 years
	4 or more	0 years	0 years

***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 number of years no claim discount were it not protected).

Uninsured driver promise

We will not reduce your number of years no claim discount if you are hit by an uninsured driver and the accident was not your fault, and you provide us with:

- The vehicle registration and the make/model of the other vehicle, and
- The other driver's name and contact details

Section 6. Glass

We will pay for the replacement or repair of the glass in **your vehicle's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **your vehicle** suffers scratching arising solely from the breakage of glass. The most **we** will pay will be the **market value** of **your vehicle**. **We** may use suitable parts not supplied by the original manufacturer but are of an equivalent quality and specification to those being replaced (known as OES glass), including recycled parts.

If there are restrictions as part of **your vehicle's** purchase/leasing contract terms and conditions or you would prefer, you may request that Original Equipment Manufacturer (OEM) glass be used, opposed to OES glass at point of claim, but you will be required to pay any difference in cost to the supplier.

If **we** can do so safely, **we** may look to repair a windscreen rather than replace it. Our **approved repairer** will advise the most suitable strategy for **your vehicle**.

The excess amount which must be paid for any replacement or repair of windscreens or glass in the sides or rear of **your vehicle** is shown in your schedule.

Your vehicle excess will be payable for a claim of damaged glass that forms part of **your vehicle's** roof including sunroofs and panoramic roofs.

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

Important note

- You must either report your claim online by visiting **aviva.co.uk/make-a-claim**, or by calling **us** on 0345 030 8647, before any work is carried out. **We** will direct you to our **approved repairer**.
- Please note that if you take **your vehicle** 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.
- **We** do not provide a courtesy vehicle if you are making a claim solely under this section.
- It is important to get any windscreen dependent **ADAS** (such as autonomous emergency braking, adaptive headlights, lane departure and traffic sign recognition) repaired or recalibrated as part of your glass claim.

Section 7. Continental use - Compulsory insurance

There are variations in cover depending on the cover level you have bought. Your schedule will show if you have selected Aviva, Aviva Gold or Aviva Platinum. This policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

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

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

- **Your vehicle** novrmally being kept in Great Britain or the Isle of Man.
- Use of **your vehicle** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 60 days in any one trip if you have bought Aviva cover or 90 days in any one trip if you have bought Aviva Gold or Aviva Platinum cover, and not exceeding a total of six months in any **period of insurance**.

Cover includes:

- Transit between countries listed in the **territorial limits** (including transit to and from the **territorial limits**);
- Reimbursement of any customs duty you may have to pay on **your vehicle** 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 vehicle** which is covered under 'Section 1. Loss of or damage to your vehicle'.
- General Average contributions, Salvage, Sue and Labour charges whilst **your vehicle** is being transported by sea between any countries listed in this section (including transportation to and from the **territorial limits**) provided that loss of or damage to **your vehicle** is covered under 'Section 1. Loss of or damage to your vehicle'

Important note

Although the UK is not part of the European Union, your **certificate of motor insurance** provides sufficient evidence for travel in the **territorial limits**.

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

There is no cover for countries outside the **territorial limits**.

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

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 **your vehicle** and/or
- travelling in, getting in to or out of **your vehicle** listed in your schedule, **we** will pay an amount as shown in your schedule, if, within three months of the accident, the injury is the sole cause of their:
  - death.
  - irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears.
  - loss of any limb which means severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

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

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

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

Increased personal accident cover

1. Additional benefit for death or serious injury

If the **vehicle policyholder**, their **partner** or **named drivers** suffer death or serious injury as outlined in 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 **your vehicle** being involved in an accident. **We** will refer you quickly to our experienced rehabilitation case management provider and will pay for treatment from a chartered physiotherapist **we** have appointed who believes treatment will help recovery.

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

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

The cover applies irrespective of fault.

Exclusion to Section 8

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

Section 9. Motor Legal

Motor Legal is an optional cover on the Aviva cover level, and is included as standard cover on the Aviva Gold and Aviva Platinum cover levels. Your schedule will show if **you** have selected Aviva, Aviva Gold or Aviva Platinum.

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

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

You/your

The persons covered by this section:

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

Full details, including exclusions, are provided below. **Your** schedule shows the maximum amount we will pay for any one claim under your Motor Legal cover.

How to Contact Us

If **you** need to report an incident or talk to us to claim costs or compensation after a motor accident or incident, call **us** on **0345 030 8647** or submit **your** claim online at aviva.co.uk/make-a-claim.

If **you** need to report an incident or talk to **us** about defending motoring offences, pursuing motoring contract disputes, defending against vehicle cloning, or for general motor legal advice, call **us** on **0345 268 0469**.

Both lines are available 24 hours a day, 365 days a year.

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

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

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

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe that it is more likely than not that 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).

2. Legal protection to defend motoring offences

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

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

3. Motor legal advice helpline

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

There are no consultation fees, all **you** pay for is the phone call.

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

4. Legal protection to pursue motoring contract disputes

If **you** have a contract dispute related to buying goods or services for **your vehicle**, **we** will provide **you** with legal protection to pay lawyers' costs to help pursue or defend **your** rights. Cover in this section is subject to exclusions which are shown in the 'What is not covered' section.

5. Legal protection to defend against vehicle cloning

If someone clones **your vehicle** identity without **your** permission, **we** will provide **you** with legal protection to pay lawyers' costs to defend against fines, penalties, or legal action against **you**. Cover in this section is subject to exclusions which are shown in the 'What is not covered' section.

What is not covered

We will not pay any costs and expenses:

- which **we** have not agreed to or authorised;
- incurred prior to our acceptance of a claim;
- resulting from any legal action **you** take without our prior approval;
- for any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- resulting from any claim deliberately or intentionally caused by **you**;
- relating to an application for judicial review;
- for a claim relating to any non-contracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section;
- for a dispute with **us** in respect of the policy terms and conditions unless this is covered by the 'What can I do if I do not agree with the lawyer's opinion?' section in this policy;
- which relates to any financial mis-selling, including but not limited to:
  - any claims in contract or in tort relating to advice,
  - any claims that may arise from statements made in the selling process through misrepresentation, negligence or fraudulent misrepresentation;
  - claims for breach of any statutory duties
  - claims for breaches of any implied terms.
- for losses already paid by **us** under any other section of this policy, and

The following also applies to '2. Legal protection to defend motoring offences':

- resulting from a defence of motoring offences resulting from prosecutions for;
  - dishonesty or violent conduct;
  - drink or drug offences; or
  - parking offences.

The following also applies to '4. Legal Protection to pursue Motoring Contract Disputes':

- where the disputed contract:
  - relates to finance mis-selling in connection with a vehicle purchase;
  - relates to a credit hire or credit repair agreement;
  - is valued at less than £250.

The following also applies to '5. Legal Protection to defend against Vehicle Cloning':

- where **you** or anyone in **your** household was involved in the vehicle cloning.

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 'Reasonable prospects of success explained' box for more information.

Reasonable prospects of success explained

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

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

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

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

How to claim

1. Before **you** call, please make sure **you** have **your** policy number, vehicle registration and incident date ready to hand.
2. Call **us** to register **your** claim:

- for legal protection to claim costs or compensation after a motor accident or incident, 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 **your** claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.

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

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

Section 10. Replacement locks

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

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

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

You will need to pay your vehicle excess when claiming under this section.

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



Important note
You can only claim under this section when claiming solely for replacement locks.

Exclusion to Section 10

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

Section 11. Electric vehicle out of charge recovery

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

What is covered?

Where **your vehicle** is an **electric vehicle** up to 3.5 tonnes gross vehicle weight* and **your vehicle** high voltage battery has run out of charge in Great Britain, Northern Ireland, Jersey, Guernsey or the Isle of Man during the **period of insurance**, **we** will arrange for the RAC to either:

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

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

Exclusions to Section 11

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

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

Section 12. Home charging point cover

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

Your property

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

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

We will not cover:

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

What is covered?

Home charging points used to recharge your battery **electric vehicle** or plug in hybrid vehicle at **your property** are covered for electrical emergency and breakdown of the domestic electrical wiring between the fuse box and the charging point, which cause loss of use of the charge point.

Examples of claims covered

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

Claims process and limit

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

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

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

Home charging point is beyond economical repair

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

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

Exclusions to Section 12

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

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

General Exclusions

These exclusions apply to all covers in this booklet.

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

- 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 'Limitations as to 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 'Persons or classes of persons entitled to drive'; or does not have a valid, current and appropriate (for the type of vehicle) licence to drive **your vehicle**, or
    - **ii.** Is not complying with the terms and conditions of the licence;
  - **c.** Used while carrying more passengers than the vehicle is designed to accommodate and/or carrying persons who are not occupying a specific seat within the vehicle.

  We will not withdraw this cover,
  - **i.** While **your vehicle** is in the custody or control of:
    - A member of the motor trade for the purposes of maintenance or repair; or
    - An employee of a hotel or restaurant or car parking service for the purpose of parking **your vehicle**.
  - **ii.** If the injury, loss or damage was caused as a result of the **theft** of **your vehicle**.

iii. By reason of the person driving not having a driving licence, if the **principal policyholder** and/or **vehicle policyholder** had no knowledge of such deficiency.

iv. if **your vehicle** is being used by any **persons insured** in connection with unpaid voluntary work

- Any liability **persons insured** have agreed to take on except to the extent the **persons insured** would have had that liability if that agreement did not exist.
- Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or

  Any legal liability that is directly or indirectly caused by, contributed to by or arising from:

  a. Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

  b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 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.

(X)

- Any accident, injury, loss or damage if **your vehicle** is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- Loss or damage arising from a deliberate act by any **persons insured**, driving or using **your vehicle**.
- Any accident, injury loss or damage arising from the use of **your vehicle** while taking part in any competitions, trial, performance test, race or trial of speed, including off road events and **track days**, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
- Any accident, injury, loss or damage which happened whilst you or any **persons insured** to drive **your vehicle** as named on your **certificate of motor insurance** was driving **your vehicle** and was arrested and charged with:
  - being over the legal limit for alcohol or drugs
  - driving whilst unfit through alcohol or drugs, whether prescribed or otherwise
  - failing to provide a sample of breath, blood or urine when required to do so, without lawful reason

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

- Any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any **Cyber Act** except to the extent that **we** must provide cover under the Road Traffic Acts.
- Any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** except to the extent that **we** must provide cover under the Road Traffic Acts.
- **We** shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

General Conditions

These conditions apply to all covers in this booklet.

Claims procedure

Your duties

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

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

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

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

Our rights

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

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

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

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

Information	Documents	Assistance
• Details of third parties and witnesses • Statement of events relating to your claim • Sketch or photograph of the accident scene • Correspondence received from another party (including court papers)	• Driving licence • Proof of identity and address • Vehicle documentation such as V5, MOT and proof of purchase • Receipts and invoices • Finance documents	• Attendance at court • Meetings with solicitors or **us**

Your rights

Cancellation rights

The **principal policyholder** can cancel this policy and/or remove optional covers at any time via MyAviva.

If you have more than one vehicle on cover, or have arranged to insure other vehicles from a future date, you can cancel cover for one or more of these vehicles at any time without cancelling the whole policy as long as at least one vehicle is still covered by the policy. If you cancel cover for one or more vehicles you will be entitled to a refund of the premium paid in respect of those vehicles, less a proportionate deduction for the time we have provided cover providing no claims have been made.

Any discount you received on your overall premium for insuring more than one vehicle or for arranging to insure other vehicles from a future date will be lost and consequently the premium may be adjusted for each vehicle.

If a claim has been made on the vehicle you are cancelling cover for in the **period of insurance**, and **we** have not been able to confirm recovery of the full amount from a responsible third party, you will not receive a refund of premium for that vehicle and all premiums will be due for that vehicle.

Your cancellation rights in the 14 day statutory cooling off period are shown in the document headed 'Important Information'. The table headed 'Administration and cancellation fees and charges' which can be found in the same document gives details of when a cancellation fee will be charged.

Our rights

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

- you have not paid your premium (including non-payment of instalments under an Aviva monthly credit facility). If premiums or instalment payment(s) are not paid when due **we** will write to the **principal policyholder** requesting payment by a specific date. **We** will give you at least 14 days' notice in writing if **we** intend to cancel due to non-payment under an Aviva monthly credit facility. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options from the cancellation date shown on the letter.
- **we** reasonably suspect fraud;
- any **persons insured** have failed to co-operate with **us** and this affects our ability to process a claim or defend our interests;
- or the **principal policyholder** has not taken reasonable care to provide complete and accurate answers to the questions **we** ask;
- or you harass our staff or representatives, or behave in an abusive or threatening manner;
- or you or any **persons insured** exposes **us** to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

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

Will I get a premium refund?

If your policy or any optional cover is cancelled before the cover starts **we** will refund the premium you have paid for the cancelled cover; or

If the cancellation is after cover has started your refund will be based on how many days are left in the **period of insurance** which you have paid for. **We** will also charge a cancellation fee (see 'Administration and cancellation fees and charges' in the 'Important Information' document).

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

Or, if you cancel cover for a vehicle and a claim has been made for that vehicle in the **period of insurance**, and **we** have not been able to confirm recovery of the full amount from a responsible third party, you will not receive a refund of premium for that vehicle and all premiums will be due for that vehicle.

Important note

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

Monthly payment plan

If the **principal policyholder** is paying the premium using an Aviva monthly credit facility, the **principal policyholder** must make the regular monthly payments as required in the credit agreement. If the **principal policyholder** does not do this **we** may cancel this insurance as set out under 'Cancellation rights - Our rights' on the previous page.

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.

Other insurance

If, at the time of an incident that leads to a claim on this policy, there is any other insurance covering the same loss, damage, expense or liability, **we** are entitled to approach that insurer for a contribution towards the claim and will only pay our share. This condition does not apply to any benefits under 'Section 8. Personal Accident Cover'. This provision will not place any obligation on **us** to accept any liability under 'Section 2. Your liability' which **we** would otherwise be entitled to exclude under the first exclusion to Section 2.

Your duty to prevent loss or damage

You and all **persons insured** must take reasonable care to safeguard **your vehicle** to prevent accidents, **theft**, loss or damage. You shall maintain **your vehicle** in a roadworthy condition and install any safety critical **software** updates made available by the vehicle manufacturer. You must not modify, install or permit the installation of **software** except those provided by and/or approved by the vehicle manufacturer.

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

Complaints procedure

What to do if you are unhappy

If you have a complaint about:

- A claim you can email **us** at avivamotorclaims@aviva.com 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, 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.

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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