

Please read and keep safe

Your Van Policy

Motor Claims Helpline from Aviva

Important

- Please report all accidents to **us** immediately on 0800 678 999 so **we** can tell **you** what to do next and help resolve any claim.

24 hour assistance, 365 days a year:

- Following an accident/emergency
- To make a claim
- For glass breakage/damage
- For Breakdown Assistance (for **policyholders** who have purchased this cover)

For our joint protection telephone calls may be recorded and/or monitored.

Accident Card

Your Accident Card

Get back on the road, fast. Please report all accidents to us immediately so we can tell you what to do next and help resolve any claim.

0800 678 999

(Lines open 24 hours a day, 7 days a week)

Calls may be recorded and/or monitored.



Accident card

We recommend **you** carry this card with **you** in your purse or wallet for use if **you** are involved in an accident covered by your insurance.

Third Party Accident Card

Our driver is insured by AVIVA, the UK's largest insurer.

Please call us to discuss your accident

0800 917 7248

(Lines open 24 hours a day, 7 days a week)

Calls may be recorded and/or monitored.



Welcome

Thank you for choosing to insure with Aviva. This policy forms part of your legal contract with **us** and defines exactly what **you** are covered against. Please refer to your **schedule** for confirmation of the level of cover **you** have chosen. **You** now have access to a great package of benefits and our motor claims service which is available 24/7, 365 days a year.

Aviva Motor Claims Helpline

The Aviva motor claims helpline, 0800 678 999 is a freephone number, offering help and assistance in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and operates 24 hours a day, 365 days a year.

It is designed to ensure any motoring problems **you** encounter are resolved swiftly and smoothly, keeping your motoring life as stress free as possible.

If you need to claim

Simply phone our motor claims helpline and an Incident Manager will record details of the incident **you** describe. They will be able to confirm:

- whether your policy covers **you** for the incident.
 - please report all accidents to **us** immediately so **we** can tell **you** what to do next and help resolve any claim.
 - immediate claim reporting also allows **us** to manage our costs which helps keep your premiums down.
 - if **you** receive any contact from another party in relation to your claim please re-direct this to **us** and **we** will handle it on your behalf.
- any **excess** that **you** will have to pay.
- all the steps involved in the process of making a claim.

You will receive confirmation of your reported claim, all the administration at first notification is completed by **us** and **you** don't have the hassle of completing your own claim form.

If you are involved in an accident

Telephone our motor claims helpline and if the incident is covered **we** will arrange for:

- your vehicle** to be recovered.
- a safe passage home or completion of **your vehicle** journey for **you** and your passengers.

If the incident is not covered under your policy **we** can still arrange to assist **you**. However, a charge will be made.

If **you** have selected Breakdown Assistance cover as indicated in your **schedule** and **you** require Breakdown Assistance, again call our motor claims helpline and **we** will arrange for RAC to be with **you** as soon as possible.

Important

When telephoning our motor claims helpline, please try to have your policy number ready (as shown in your **schedule**). This will enable your Incident Manager to find your records quickly and provide the level of service that **you** expect. For our joint protection telephone calls may be recorded and/or monitored.

Optional Extras

- Breakdown Assistance
- Replacement Van Cover

Customers with Disabilities

This policy is also available in large print, audio and Braille. If **you** require any of these formats please contact your insurance adviser.

Your Van from Aviva

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Your Aviva policy

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the DEFINITIONS section starting on page 8, unless otherwise shown for any policy section.

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

The contract of insurance

This policy is a contract of insurance between **you** and **us**. It is your responsibility as the **policyholder** to ensure that all **persons insured** are aware of the terms of this policy.

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

- Policy booklet.
- Information contained on your application and/or statement of fact document issued by **us**.
- Schedule**.
- Any **clauses** endorsed on this policy, as set out in your **schedule**.
- Certificate of motor insurance**.
- Any changes to your insurance policy contained in notice issued by **us** at renewal.

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

Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Choice of law

The law of England and Wales will apply to this contract unless:

- You** and **us** agree otherwise; or
- At the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of language

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

Your cancellation rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** received your policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time cover has been provided. This will be calculated on a pro-rata basis for the period **we** have provided cover.

To exercise your right to cancel your policy, please contact your insurance adviser at the address shown on your **schedule**.

If **you** do not exercise your right to cancel your policy, it will remain in force and **you** will be required to pay the premium for the **period of insurance**.

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

You must return/surrender your valid **certificate of motor insurance** immediately following cancellation.

Administration charge

We reserve the right to apply an administration charge of up to £10 (subject to Insurance Premium Tax where applicable) for any adjustments **you** make to your policy.

Additional covers – refund of premiums

If **you** have purchased additional cover options with this policy, a refund may not be available on those additional covers unless your insurance has not commenced, or **you** remove these or cancel within the 14 day cancellation period.

Changes we need to know about

You must tell your insurance adviser immediately if there are any changes to the information set out in the application and/or statement of fact document, or in your **schedule**, or any other changes in circumstances which might affect this insurance, for example:

- a change to the people insured, or to be insured.
- motoring convictions for any of the people insured, or to be insured.
- a change of vehicle.
- any vehicle modifications.
- a change in the way that any vehicle is used.

If **you** are in any doubt, please contact your insurance adviser.

When **we** are informed of a change, **we** will tell **you** if this affects your insurance, 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 this policy. If **you** do not inform **us** about a change it may affect any claim **you** make.

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.

Definitions

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

Accessories

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

Approved Repairer

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

Certificate of motor insurance

The current document that proves **you** 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** and what **you** can use it for.

The certificate of motor insurance does not show the cover provided.

Clause

Changes in the terms of your policy. These are shown in your **schedule**.

Excess

The amount **you** must pay towards any claim.

Fire

Fire, self-ignition, lightning and explosion.

Green Card

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

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

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

Ignition keys

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

Loss of any limb

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

Market value

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

Period of insurance

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

Person insured (named driver)

Person nominated by **you** 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 **your vehicle**.

Personal belongings

Personal property within **your vehicle**. This includes portable audio equipment, multi media equipment, communication equipment, personal computers, camera's, satellite navigation and radar detection systems not permanently fitted to **your vehicle**.

Repair quality

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to **your vehicle** by our **approved repairer**.

Road Traffic Acts

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

Schedule

The document which gives details of the cover provided.

Territorial limits

Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

Theft

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

The insurer/we/us

Aviva Insurance Limited except where otherwise shown for any policy section.

Trailer

Any drawbar trailer or semi-trailer.

You/the insured/policyholder

The policyholder named in your **schedule**.

Your partner

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

Your vehicle

Any motor vehicle not exceeding 3.5 tonnes gross vehicle weight 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 to **you** in accordance with the Road Traffic Acts and remains effective.

Any motor vehicle not exceeding 3.5 tonnes gross vehicle weight 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 (applicable to Comprehensive cover only).

Any motor vehicle not exceeding 3.5 tonnes gross vehicle weight 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 in your **schedule** is being either serviced, repaired or having an MOT test (applicable to Comprehensive cover only).

Cover summary

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Section 1

Loss of or damage to your vehicle

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	Fire and Theft Only	✗

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

- pay for **your vehicle** to be repaired, or
- replace **your vehicle**, or
- pay **you** a cash amount equal to the loss or damage.

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

The same cover applies to:

- accessories**.
- spare parts and components for **your vehicle** while these are in or on **your vehicle** or while in your private garage.

The most **we** will pay will be the **market value** of **your vehicle** at the time of the loss. If **we** know that **your vehicle** is still being paid for under a hire purchase or leasing agreement, **we** will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

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

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	Fire and Theft Only	✗

Within the **territorial limits** **we** can arrange for the protection and removal of **your vehicle**. In the event of an incident please ring our motor claims helpline and **we** will arrange for the following:

- Someone to come out and help. If **your vehicle** cannot be made roadworthy immediately it will be taken to our nearest **approved repairer**. This rescue service also applies if **you** have an accident in the Republic of Ireland (call 1800 535005).
- Your vehicle** 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 vehicle**.
- Transport home or completion of journey for the driver and passengers.
- The onward transportation of any messages on your behalf.
- Delivery of **your vehicle** back to your address within the **territorial limits** after the repairs have been carried out.

In providing accident recovery assistance **we** will use our reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if, in our opinion, the demands made are excessive, unreasonable or impractical.

Repair Guarantee

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	Fire and Theft Only	✗

We will provide a lifetime guarantee on **repair quality** carried out on **your vehicle** by our **approved repairer** for as long as **your vehicle** is continuously insured with **us** by **you** and maintained in a roadworthy condition.

If a valid contract of insurance is no longer held with **us**, **we** will continue to guarantee the **repair quality** carried out on **your vehicle** by our **approved repairer** for a period of three years from the date of completion of the repairs or for the remainder of the original manufacturers warranty for **your vehicle** if greater than three years.

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

Exclusions 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.

New vehicle replacement

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✗	✗

We will replace **your vehicle** with a new vehicle of the same make, model and specification (if one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, within six months of **you** or **your partner** buying **your vehicle** from new:

- any repair cost or damage in respect of any one claim covered by the policy is more than 60% of **your vehicle's** list price in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (including vehicle tax and VAT) when **your vehicle** was purchased, or
- your vehicle** is stolen and not recovered.

We will only replace **your vehicle** if **you** or **your partner**:

- buy it under a hire purchase agreement, or other type of agreement where ownership passes to **you** or **your partner** and the Financing Company agrees, and
- are the first registered keepers of **your vehicle** or are the second registered keepers of **your vehicle**, where **your vehicle** has been pre registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **you** or **your partner**, the mileage was less than 250 miles.

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

Excesses

If **your vehicle** is lost, stolen or damaged, the **excess** shown in your **schedule**, must be paid, no matter how the loss or damage happened.

The **excess** applicable to **fire** and **theft** claims is £150.

The **excess** shown below will apply as well as any other **excess** for damage claims, while the person driving **your vehicle** is:

	Excess amount
(a) Aged 20 or under	£300
(b) Aged 21 to 24	£200

The **excess** applied to glass claims can be found in Section 8 – Glass, of this policy booklet.

Uninsured Driver Promise

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	x	x

If the driver of **your vehicle** is involved in an accident caused by an uninsured driver, **we** will refund the amount of any **excess you** have had to pay. **We** must be provided with the:

- vehicle registration and the make/model of the other vehicle, and
- other vehicle's driver's details.

This promise only applies where the driver of **your vehicle** was not at fault for the accident.

Exclusions to Section 1

We will not pay for:

- (1) loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- (2) mechanical, electrical or electronic failure, breakdown or breakage.
- (3) computer and equipment failure or malfunction.
- (4) loss or damage arising from **theft** while:
 - (a) the **ignition keys** of **your vehicle** have been left in or on **your vehicle**.
 - (b) **your vehicle** has been left unattended with the engine running.
- (5) damage to tyres by braking or by punctures, cuts or bursts.
- (6) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (7) loss of value following repair.
- (8) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (9) loss or damage caused directly or indirectly by **fire** if **your vehicle** is equipped for the cooking or heating of food or drink.

Section 2

Your Liability

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

We will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for an accident causing:

- (1) another person's death or injury
- (2) damage to another person's property up to a maximum of £2,000,000 for any one claim or all claims arising from any one incident caused by
 - (a) **your vehicle** including loading and unloading
 - (b) any **trailer** while it is being towed by **your vehicle**.

The amount payable under (2) above for damage to property is limited to £1,000,000 while **your vehicle** 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.

Liability of other persons driving or using your vehicle

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

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

- Any person **you** give permission to drive **your vehicle** provided that your **certificate of motor insurance** allows that person to drive **your vehicle**.
- Any person **you** give permission to use (but not drive) **your vehicle**, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **your vehicle**.

Insurance for the owner of the vehicle (leasing or contract hiring agreements)

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

- not being driven by the owner,
- not being driven by a person who is employed by the owner, or
- in the charge of but not being driven by the owner or any person who is employed by the owner, and

- the owner cannot claim under another policy, and
- the owner follows the terms, exclusions and conditions of this policy as far as they can.

Legal personal representatives

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
		✓	✓

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

Legal costs

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
		✓	✓

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

- at a coroner’s inquest.
- at a fatal accident inquiry.
- in any proceedings brought under the **Road Traffic Acts** or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence).
- appeals.

Cross liability and applications of limits

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
		✓	✓

Where there is more than one person or company covered within the terms of this policy, cover under this policy will apply as if each one had been issued with their own separate Aviva policy. However the most **we** will pay for all claims arising from one originating cause in respect of damage to another person’s property will not exceed the amount shown in Section 2 – Your liability.

Duty of Care – driving at work, legal costs

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

We will pay:

- your 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
 - Health and Safety at Work (Northern Ireland) Order 1978
 - Corporate Manslaughter and Corporate Homicide Act 2007

We will not pay:

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within **the territorial limits** and in connection with the business.
- (2) unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or **trailer** in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**.
- (3) in respect of proceedings which result from any deliberate act or omission by **you** or any **named driver**.
- (4) where indemnity is provided by another insurance policy.

The limits of indemnity in respect of such legal fees, expenses and costs are:

- (a) Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000
- (b) Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited

Exclusions to Section 2

We will not pay for:

- (1) any claim if any **person insured** under this section does not keep to the terms and conditions of this policy. The cover will also not apply if the **person insured** can claim under another policy.
- (2) the 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 or damage to property that:
 - (a) belongs to or is in the care of any **person insured** who claims under this section, or
 - (b) is being carried in **your vehicle**.
- (4) damage to any motor vehicle covered by this section.

- (5) loss, damage, injury or death while any motor vehicle is being used on:
- (a) that part of an aerodrome or airport used for aircraft taking off or landing,
 - (b) aircraft parking areas including service roads,
 - (c) ground equipment parking areas, or
 - (d) 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 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 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 motor vehicle or motor vehicles driven or used by **you** or any **person insured**, for which cover is provided under this section, will be:

- (i) £2,000,000 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) death or injury of any person caused by:

- (a) food poisoning, or
- (b) anything harmful contained in goods supplied, or
- (c) any harmful or incorrect treatment given at or from **your vehicle**.

Section 3

Injury to you or your partner

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✗	✗

If **you** or **your partner** suffer accidental bodily injury in direct connection with **your vehicle** or while getting into, out of or travelling in any other motor vehicle, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay £2,500 if, within three months of the accident, the injury is the sole cause of:

- 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.**

The most **we** will pay any one person after any accident is £2,500.

The most **we** will pay any one person during any one **period of insurance** is £5,000.

If **you** or **your partner** have any other policies with **us** in respect of any other motor vehicle or motor vehicles the injured person will only be able to claim these benefits under one policy.

Exclusions to Section 3

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

Section 4

Medical expenses

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✗	✗

If **you** or any other person in **your vehicle** is injured as a direct result of **your vehicle** being involved in an accident, **we** will pay for:

- the medical expenses arising in connection with that accident. The most **we** will pay for each injured person is £100.

The cover under this section applies irrespective of fault.

Section 5

Personal belongings

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✗	✗

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

The maximum amount payable for any one incident is £100. 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 5

We will not pay for:

- (1) money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- (2) goods or samples, tools of trade, ropes or tarpaulins carried in connection with any trade or business.
- (3) tools.

Section 6

Emergency treatment

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

We will reimburse any person using **your vehicle** 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 7

No claim discount

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

If no claim is 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.

Where a claim has been made, **we** may reduce your no claim discount in line with the scale **we** apply at the time.

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** can 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 vehicle registration and the make/model of the other vehicle, and
 - the other vehicle’s driver’s details, or
- **you** have protected no claim discount as shown in your **schedule**.

If your renewal is due and investigations into a claim are still on-going, **we** may reduce your no claim discount. Once our investigations are complete and **we** have confirmed that the accident was solely the fault of another driver, **we** will restore your no claim discount and refund any extra premium **you** have paid.

We do not grant no claim discount for policies running for less than twelve months. If **we** allow **you** to transfer this policy to another person, any no claim discount **you** have already earned will not apply to the person to whom the policy is being transferred.

Note

We will not reduce your no claim discount where the only payments made are for:

- emergency medical treatment under the **Road Traffic Acts** as provided under Section 6 – Emergency treatment.
- repairing or replacing glass in **your vehicle’s** windscreen, sunroof or windows (or for any scratches on the bodywork caused by the broken glass) under Section 8 – Glass.
- replacing locks, alarms or immobilisers following your **ignition keys** being lost or stolen as provided under Section 10 – Replacement locks.

Third parties may claim directly against **us** as insurer in the event of an accident, involving **your vehicle** as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

You are reminded of your responsibilities to 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.

Section 8

Glass

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	X	X

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.

You must telephone our motor claims helpline, 0800 678 999, before any work is carried out. **We** will direct **you** to an **approved repairer**.

You will have to pay the first £75 of the cost of glass replacement.

If the glass is repaired rather than replaced the **excess** will not apply.

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

Section 9

Continental use and compulsory insurance requirements

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

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:

- 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.

The level of cover provided will be the minimum needed to follow the laws on the compulsory insurance of motor vehicles of the country in which the accident happens. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover that applies in Great Britain will apply in that Member State.

If you take your vehicle abroad

The cover described above only meets the minimum legal requirements while **you** are abroad. If **you** ask **us, we** can extend your policy to provide the same level of cover in the rest of the European Union and certain other European countries as **you** have within the **territorial limits**. To get this cover **you** must give your insurance adviser details of the trip. Your adviser will arrange for a **clause** to be added to your policy to provide this cover, and will (where appropriate) give **you** a **Green Card** and tell **you** the extra premium **you** will have to pay.

Section 10

Replacement locks

If your **ignition keys** are lost or stolen **we** will pay the cost of replacing the:

- affected locks,
- lock transmitter and central locking interface,
- affected parts of the alarm and/or immobiliser,

provided that **you** can establish to our reasonable satisfaction that the identity or garaging address of **your vehicle** is known to any person who is in possession of your **ignition keys** and the value of the claim does not exceed the **market value** of **your vehicle**.

In the event of any claim under this section, the courtesy and hire car benefits under Section 1 are applicable.

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

Section 11

Breakdown assistance

This section applies if you have chosen breakdown assistance, as shown in your policy schedule.

In the unfortunate event of **your vehicle** breaking down, please follow these simple steps.

- (1) Telephone our helpline on 0800 678 999.
- (2) Tell the incident manager that **you** are a Your Van policyholder with breakdown cover.
- (3) Give the incident manager **your vehicle** registration number and policy number.
- (4) Tell the incident manager where **your vehicle** is and what the problem is.

They will then know what to do next and what form of assistance would be the most appropriate for **you**.

The following cover is provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, through the RAC, for **you** or any **person insured** who is allowed to drive under '5 – Person or classes of persons entitled to drive' in the **certificate of motor insurance**.

Remember, always call Clubline first.

Please do not go ahead and make your own arrangements as the RAC cannot refund any costs **you** have to pay if **you** did not get their authorisation first. This is not a claim service.

If **your vehicle** breaks down, RAC will arrange for the following at no extra cost.

□ Roadside

If **you** are stranded on a public highway (or other road or area to which the public has the right of access) because **you** have broken down, **we** will send an RAC patrol or contractor to help **you**. If **your vehicle** cannot be repaired immediately, it will be taken to a nearby garage where **you** may arrange for repairs to be made. If **your vehicle** needs to be towed, it must display a valid road tax disc. Roadside includes labour at the scene of the breakdown (but not labour at any garage to which the vehicle is taken). Roadside does not include the cost of parts, fuel or other supplies. Also, RAC will arrange for one of the following options, at no extra cost, if **your vehicle** breaks down away from home and cannot be repaired within a reasonable time.

□ Recovery

RAC will take **your vehicle**, any caravan or **trailer** on tow at the time, the driver and up to seven passengers to the destination of the driver's choice, in one non-stop journey. If there are more than five people, this may need two separate vehicles. An adult must accompany any children. This facility may also be provided if the driver falls ill and there are no passengers who can drive the vehicle, so that the journey can be completed. In these circumstances RAC will decide whether to offer this service. You will need to provide some form of medical certification.

□ At home

If **your vehicle** breaks down at home, RAC will arrange for someone to come out and help. If **your vehicle** cannot be repaired immediately, it will be taken to a nearby garage, where **you** can arrange for repairs to be carried out at your own expense.

Exclusions to Breakdown assistance:

- (1) the costs of any ferry crossing or toll charges,
- (2) carrying of any livestock that need special transport arrangements,
- (3) the cost of recovering **your vehicle** if it is stuck in water, a bog, a ditch or on a beach, or if it has overturned, unless this forms part of your insurance claim,
- (4) repairing or recovering **your vehicle** if it broke down at the premises of a motor trade,
- (5) the cost of spare parts, petrol, oil, **ignition keys** or other materials and garage labour, or
- (6) any vehicles that:
 - (a) are carrying **hazardous goods** or any illegal load,
 - (b) cannot be recovered by normal trailers or transport,
 - (c) are caravans or trailers over 7.6 metres long, including a towbar, or
 - (d) are over 3.5 tonnes in weight.
- (7) any costs which are not directly covered by the terms and conditions of this section.

When providing breakdown assistance, RAC employees and contractors will use reasonable care and skill. RAC can, however, cancel services or refuse to provide them if, in their opinion, the demands made are unreasonable or impractical.

Terms and conditions Breakdown assistance

- (1) RAC will provide the services under the cover as long as **you** have paid your insurance policy extension (if this applies), and RAC cover subscription, and **you** do not owe **us** any money.
- (2) **You** must produce proof of identity to use RAC services. If it is not available, the RAC may refuse to provide the service.
- (3) RAC will take legal action against anyone who uses their services dishonestly.
- (4) If a service is provided to a child, an adult must accompany the child.
- (5) Work cannot be carried out on **your vehicle** if it is unattended.
- (6) RAC and their associated contractors will use reasonable skill and care when providing the service.
- (7) Except in relation to any claim **you** may have for death or personal injury, if RAC are in breach of the arrangements under this contract, RAC will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contracts, or for any business losses.
- (8) RAC have the right to refuse to provide the service or to cancel your cover (or both) if anyone using the service behaves in a threatening or abusive way to RAC staff or contractors.
- (9) If the service **you** need is not provided under these conditions, RAC will try, if **you** want, to arrange it at your expense. The conditions of, and any payment for, any such service are a matter for **you** and the supplier to decide.

Section 12

Replacement van cover

This section applies if you have chosen replacement van cover as shown in your schedule.

If an insured incident has been reported to **us**, a claim (not including glass) has been made for that vehicle and **your vehicle** is not available for **you** to use, the supplier will supply a replacement vehicle for up to seven days until:

- your vehicle** is recovered;
- your vehicle** is repaired; or
- we** make a settlement offer (where **your vehicle** is beyond economical repair);

if this happens before the end of the seven-day period.

During this period the vehicle will be insured as a replacement vehicle under this policy. However, if cover on **your vehicle** is restricted to third party fire and theft, the cover on the replacement vehicle will be increased to comprehensive cover. All sections of the policy except Section 11 – Breakdown assistance, will then apply. Any incident relating to the replacement vehicle may affect your no claim discount.

You will be responsible for:

- the cost of fuel used.
- collection and delivery charges (if they apply).
- any charges for fitting **accessories**.
- any **excess** which **would** have applied to **your vehicle** which is temporarily replaced, and
- all charges and costs where the vehicle is on hire for more than seven days in a row.

The replacement vehicle will be a:

- car-derived van (a van styled on the car equivalent) if **your vehicle** is a light goods vehicle up to 1.8 tonnes gross vehicle weight, or
- panel van if **your vehicle** is a light goods vehicle between 1.8 and 3.5 tonnes gross vehicle weight.

Replacement vehicles supplied under this section will be of standard type and will not include:

- specialised vehicles such as pick-up trucks, tippers or refrigerated vans, or
- any trailers, semi-trailers or caravans.

Availability of replacement vehicles

The service described previously depends on a suitable replacement vehicle being available from the supplier. While every reasonable effort will be made to supply a replacement vehicle, neither **we** nor the supplier will be liable to pay any compensation nor provide a vehicle from any other source if a suitable vehicle is not available.

Returning replacement vehicles

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

General exclusions

General exclusions apply to the whole of your Aviva 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 the '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, or
 - is not described under the section of your **certificate of motor insurance** headed 'Permitted Drivers', or
 - does not have a valid and current licence to drive **your vehicle**, or
 - is not complying with the terms and conditions of the licence, or
 - does not have the appropriate licence for the type of vehicle.

We will not withdraw this cover,

- (i) while **your vehicle** is in the custody or control of:
 - a member of the motor trade for the purposes of maintenance or repair, or
 - an employee of a hotel or restaurant or car parking service for the 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 the reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
- (2) any liability **you** have agreed to accept to the extent **you** would have had 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 hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- (4) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
- (a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power.
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.
- except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.
- (5) any accident, injury, loss or damage if **your vehicle** is registered outside the **territorial limits**.

General conditions

General conditions apply to the whole of your Aviva policy

Claims procedure

- (1) **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.

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

You or anyone acting on your 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.

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

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

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

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

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

Cancelling this policy

- (4) Following the expiry of your statutory cooling off period **you** continue to have the right to cancel your policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** received cover and there will also be an additional charge of up to £25 (subject to Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy.

You can only cancel your policy via your insurance adviser.

All valid **certificates of motor insurance** must be returned/surrendered immediately following cancellation. It is your responsibility to notify all **persons insured** that this policy has been cancelled.

We (or any agent **we** appoint and who acts with our specific authority) may cancel this policy by sending seven days notice to your last known address. **You** will be entitled to a refund of premium paid, subject to a deduction for the time for which **you** have been covered.

If **you** have chosen to pay your premium using our monthly credit facility and **you** do not make regular monthly payments as per the terms of your credit agreement, **we** reserve the right to cancel your insurance in accordance with the terms of your credit agreement and the terms of your policy. If **we** cancel your insurance for this reason, **we** will also make a cancellation fee up to £25 (subject to Insurance Premium Tax where applicable).

Other insurance

(5) If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim. This condition does not apply to personal accident benefits under Section 3 – Injury to you or your partner, which will be paid as indicated under that section.

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 to Section 2.

Your duty to prevent loss or damage

(6) **You** shall at all times take all reasonable steps to safeguard **your vehicle** from loss or damage.

You shall maintain **your vehicle** in a roadworthy condition.

You will allow **us** to have free access to examine **your vehicle** and **trailer** at all times.

Arbitration

(7) Except for claims under Section 3 – Injury to you or your partner where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens, a decision must be made before **you** can take any legal action against **us**.

Your duty to comply with policy conditions

(8) Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Fraud

(9) If any claim is any way fraudulent or if **you** or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, **you** will lose your benefits under this policy.

Payments made under compulsory insurance regulations and rights of recovery

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

Direct right of access

(11) 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.

Monthly premiums

(12) If **you** are paying monthly premiums, these will be due on the start date of the insurance shown on your **schedule**, and on the same date of each following month. If **you** do not pay the first premium by the due date, this policy will not be valid.

We will provide **you** with one month's cover for each monthly premium **you** pay.

If **you** have paid one or more monthly premiums but then fail to pay a monthly premium on the date it is due, **we** will have the right to cancel the policy from the end of the last month for which a premium has been paid. If **we** cancel your insurance for this reason, **we** will also make a cancellation charge of up to £25 (subject to Insurance Premium Tax where applicable).

Mileage

(13) **We** reserve the right to establish the mileage on **your vehicle** at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded your premium will be increased to that which applies to the mileage driven. If **we** become aware that the annual mileage has been exceeded at the time of a claim the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the **period of insurance**.

Vehicle sharing and insurance

(14) If **you** receive a contribution as part of a car sharing agreement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carriage of passengers for hire or reward provided:

- your car** is not constructed or adapted to carry more than eight passengers (excluding the driver).
- passengers are not being carried in the course of a business of carrying passengers.
- total contributions received for the journey concerned do not involve an element of profit.

Important

(15) If **your vehicle** is used under a vehicle sharing agreement and there is any doubt as to whether this arrangement is covered by the terms of your policy **you** should immediately contact your insurance adviser for confirmation.

Your duty to disclose information

(16) It is your responsibility to provide complete and accurate answers to the questions **we** ask when **you** take out your insurance policy, throughout the life of your policy, and when **you** renew your insurance.

Please note that if **you** fail to disclose any material information to your insurer(s) (these are facts that **the insurer** would regard as likely to influence the assessment and acceptance of this policy) this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

Complaints procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all our customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse your comments to make sure **we** continually improve the service **we** offer.

What will happen if you complain?

- **We** will acknowledge your complaint within two working days.
- **We** aim to resolve complaints following assessment and investigation as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do should you be dissatisfied

If **you** are dissatisfied with any aspect of the handling of your insurance **we** would encourage **you** to seek resolution by contacting your insurance adviser or usual Aviva point of contact. **You** can write to or telephone **us**, whichever suits **you**, and ask your contact to review the problem.

If **you** remain unhappy with the decision **you** receive, **you** may write to the Chief Executive UK Insurance, PO Box 6, 8 Surrey Street, Norwich NR1 3NS.

If **you** are dissatisfied with our final decision (from the Chief Executive Officer), **you** can refer the matter to the Financial Ombudsman Service (FOS). Full contact details of both our Chief Executive and the FOS will be provided when **we** write in response to your complaint.

Whilst **we** are bound by the decision of the FOS, **you** are not. Following the complaints procedure does not affect your right to take legal action.



Aviva Insurance Limited.

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