

# Your Minifleet Policy

**Please keep this document safe and refer to it if you need to make a claim.**

If you need this document in an alternative format,  
please speak to your insurance adviser.

## Introduction

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

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

### **Fleetline - Your 24 hours a day, 365 days a year, Claims Service**

We understand the importance your vehicle plays in your business and with just one call to Fleetline, our professionally-trained Incident Managers will help you get your vehicle back on the road as fast as possible, with a minimum fuss. You do not have to pay extra for Fleetline, it is all part of the service.

#### ***There are no claim forms to fill out, just call 0800 246 876***

We will confirm whether the incident is covered by your policy and advise you of any excess you will have to pay and if the incident is covered, we pay the repairer/supplier (less your excess).

Benefits of using Aviva's approved repairer network include:

- Repairs are guaranteed for 3 years (or as long as you own the vehicle, if less than 3 years after the repair)
- If you are entitled to a courtesy vehicle our network providers can provide a Class A vehicle replacement for private cars or a Class V1 car derived van for goods carrying vehicles up to 7.5T, with an option to hire larger vehicles at a discounted cost to you

**Remember the earlier you contact us, the sooner we can get you back on the road and help you manage the costs and inconvenience to your business.**

### **Making a claim**

Just call Fleetline on

**0800 246 876**

### **In case of an accident**

**Call 0800 246 876**

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

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

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

### **Damaged windscreens/windows**

**Call 0800 246 876**

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

### **Breakdown and European Assistance**

**Call 0800 246 876**

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

## Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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## Contract of Insurance

### The Contract of Insurance

The contract of insurance between **you** and **us** consists of the following elements, which must be read together:

- your policy wording;
- the information contained on your “Statement of Fact” document issued by **us**;
- the policy **schedule**;
- the **certificate of motor insurance**;
- any notice issued by **us** at renewal;
- any **clause** applied to your policy; and
- the information under the heading “Important Information” which **we** give **you** when **you** take out or renew your policy.

In return for **you** having paid or agreed to pay the premium, **we** will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

### Important

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

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

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

### Breach of Term

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

### Terms not relevant to the actual loss

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

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

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

## **Important Information**

### **Choice of Law**

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

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

### **Telephone call charges and recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored

### **Customers with Disabilities**

All documentation is also available in large print, audio and braille. If you require any of these formats please contact your insurance adviser.

### **Use of Language**

All communications relating to this contract will be in English.

### **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](https://www.fscs.org.uk)**

## Complaints Procedure

### What to do if you are unhappy

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

### What will happen if you complain to Aviva

If we are unable to resolve your concerns quickly, we will:

- Acknowledge your complaint promptly
- Assign a dedicated complaint expert who will review your complaint
- Carry out a thorough and impartial investigation
- Keep you updated of the progress
- Do everything we can to resolve things as quickly as possible
- Provide a written response within eight weeks of receiving your complaint, this will inform you of the results of our investigation or explain why this isn't possible.

Where we have been unable to resolve your concerns or have been unable to resolve your complaint within eight weeks, you may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst we are bound by their decision you are not. Contacting them will not affect your legal rights.

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

## Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will be stated in bold text each time it appears in the policy, for example **excess**, except when used in the sections of the policy headed 'Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

### Accessories

Parts to **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, cameras, satellite navigation and radar detection systems providing they are permanently fitted to **your vehicle** and have no independent power source.

### Advanced Driver Assisted Systems/ADAS

Integrated in-vehicle intelligent safety systems including, but not limited to, those designed to reduce the frequency and/or severity of accidents.

### Agricultural Vehicle

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

### Alternative Fuel Vehicle

An **electric vehicle**, **hydrogen fuel vehicle** or a **plug-in hybrid electric vehicle**.

### Approved Repairer

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

### Attachments

Any item of equipment, which can be added to a **special type vehicle** or an **agricultural vehicle**.

### Automated Driving Mode

Any vehicle operating mode in which the vehicle is driving itself as defined in the Automated and Electric Vehicles Act 2018 or **road traffic acts**.

### Automated Vehicle

Any motor vehicle manufactured, designed or adapted to be capable of safely driving itself and is listed as an automated vehicle under the Automated and Electric Vehicles Act 2018

### Certificate of Motor Insurance

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

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

### Clause

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

### Computer Systems

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 systems** 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 by only electrical power derived only from an electrical rechargeable battery which is charged by an external power source.

## Excess

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

The amount applies to each individual vehicle.

## Fire

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

## Goods-carrying Vehicle

Means any motor vehicle manufactured or adapted for the carriage of goods (other than an **agricultural vehicle**). Such vehicles appear in the **schedule** of vehicle types as GV.

## Green Card

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

## Hydrogen Fuel Vehicle

A motor vehicle that is capable of being propelled by electrical power derived from hydrogen.

## Ignition Keys

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

## Market Value

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

## Motorcycle

Means any mechanically-propelled two wheeled vehicle with or without a sidecar or **trailer** attached. Such vehicles appear in the **schedule** of vehicle types as MC. (A three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 46 centimetres apart shall be classed as a **motorcycle**).

## Period of Insurance

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

## Personal Belongings

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

## Plug-in Hybrid Electric Vehicle

A motor vehicle that is capable of being propelled directly from its internal combustion engine, by only electrical power, or by using both electrical power and its internal combustion engine, and where such electrical power is derived from an electrical rechargeable battery which is charged by such engine or by an external power source.

## Principal

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

## Private Car

Means any passenger-carrying motor vehicle with not more than 17 seats (including the driver) and not used for hire or reward. Such vehicles appear in the **schedule** of vehicle types PC.

## Road Traffic Acts

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

## Safety Critical Software

Any **software** which without being installed or updated would make it unsafe to use the vehicle.

## Schedule

The document which gives details of the cover provided.

## 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.

## Special Type Vehicle

Means any motor vehicle manufactured or adapted to operate primarily as a tool and not designed for the carriage of goods or passengers. Such vehicles appear in the **schedule** of vehicle types as ST.

## Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, and Switzerland (including Liechtenstein).

## Terrorism

- (i) Any act or acts including but not limited to:
- (a) the use or threat of force and/or violence and/or
  - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes
- (ii) Any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

## The Insured/Insured Person/You/Policyholder

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

## The Insurer/We/Us/Company

Aviva Insurance Limited, except where otherwise shown in any policy section.

## **Theft**

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

## **Trailer**

Any drawbar trailer, semi-trailer or articulated trailer

## **Your Vehicle**

Any motor vehicle:

- (1) belonging to **you** or hired, leased or lent to **you** which is described in the **schedule** or details of which have been supplied to and accepted by **us** and a **certificate of motor insurance** has been delivered to **you** and remains effective; or
- (2) described in the **schedule** of vehicles headed 'Vehicles Laid Up and Out of Use' and for which policy Cover Codes D or E only applies.
- (3) any **private car** or **goods-carrying vehicle** loaned to **you**, or a permitted driver shown on your **certificate of motor insurance**, by a supplier **we** have nominated following a claim under the policy, which is a **private car** or **goods-carrying vehicle**.

## Section

Code (See Code indicated in the schedule)	Operative Sections
<b>A Comprehensive</b>	Sections 1 to 12 and 14 to 16 to 20
<b>B Third Party Fire and Theft</b>	Section 1 operates only in respect of loss of or damage caused directly by <b>fire</b> or by <b>theft</b> Sections 2 to 3, 6 to 12 and 14 to 16 and 18
<b>C Third Party Only</b>	Sections 2 to 3, 6 to 12 and 15 to 16
<b>D Fire Theft and Accidental Damage</b>	Section 13
<b>E Fire and Theft Only</b>	Section 13 Sub Section 1

## Section 1 - Cover for 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
- replace **your vehicle**; or
- pay 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 also applies to **accessories** and spare parts relating to **your vehicle** whilst these are in or on **your vehicle** but not exceeding your estimate of value shown in the **schedule**.

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

### Financed Vehicles

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**.

### Glass

Where cover on **your vehicle** is Comprehensive **we** will also pay for

- (1) damage to glass in the windscreen, sunroof or windows of **your vehicle**
- (2) scratching of **your vehicle(s)** bodywork arising solely from the breakage of glass.

The **excess** applicable to this cover will be shown in the **schedule**.

### Accident recovery and assistance

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

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

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

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

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

The maximum **we** will pay is

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

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

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

To use this service, telephone the Fleetline on 0800 246876 to obtain the recovery service (if **you** are in the Republic of Ireland, telephone 1800 535005 to obtain the recovery service).

### **Standard courtesy vehicle cover**

If **your vehicle** is a **private car** or a **goods-carrying vehicle** up to 7.5 tonnes GVW and **we** have accepted your claim **we** will

- (1) provide a courtesy vehicle for the duration that **your vehicle** is being repaired by our **approved repairer**, or
- (2) if **your vehicle** cannot be repaired or is stolen and not recovered, **we** will provide a courtesy vehicle for up to 14 days or until **you** receive your settlement, whichever is the earlier.

A courtesy vehicle will be a Class A vehicle which is a small hatchback car, or at your request, a Class V1 vehicle which is car-derived van.

### **Terms and Conditions applying to Courtesy Vehicles**

- (1) Courtesy vehicles will have comprehensive cover for the period of the loan.
- (2) Courtesy vehicles may only be used in accordance with the terms of your **certificate of motor insurance**.
- (3) If your policy includes Breakdown and European Motoring Assistance, this cover will not extend to courtesy vehicles.
- (4) **You** must return the courtesy vehicle to the depot which supplied it unless alternative arrangements have been agreed.
- (5) Courtesy vehicles are provided subject to the terms and conditions of the vehicle provider.

**We** will not pay for

- (a) the cost of fuel used
- (b) collection and delivery charges (if applicable)
- (c) any charges for fitting accessories
- (d) the **excess** that would have applied to **your vehicle** which is temporarily replaced.

### **Discounted car hire or van hire option**

When contacting **us** following damage to your **private car** or **goods-carrying vehicle** (up to 7.5 tonnes GVW), **you** will have the option to upgrade from a Class A or Class V1 courtesy vehicle, subject to a hire fee being payable by **you**.

Should **you** upgrade, the same cover and duration as stipulated in the following table in your policy will apply. Vehicles will be provided subject to the terms and conditions of the vehicle provider.

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

### **New Private Car and Goods-carrying Vehicle Replacement**

**We** will replace **your vehicle** with a new vehicle of the same make, model and specification, subject to availability, where **your vehicle** is a **private car** within 12 months, or a **goods-carrying vehicle** within 6 months, of its first registration as new, and

- it is stolen and not recovered, or
- the repair cost of damage in respect of any one claim covered by this Section exceeds 50% of its United Kingdom list price (including vehicle taxes) at the time of its purchase.

**We** will only replace **your vehicle** if

- you** are the first registered owner of the vehicle, or **you** bought it under a hire purchase agreement or other type of agreement where ownership passes to **you**, and
- any interested financing company agrees.

If **you** or **your vehicle** do not meet the qualifying criteria for this cover, or **you** do not wish **us** to replace **your vehicle** with a new vehicle of the same make, model and specification, the maximum **we** will pay is the **market value** of **your vehicle**, including **accessories** and spare parts, immediately prior to the loss or damage.

### **Excesses**

If **your vehicle** is lost stolen or damaged **we** will not pay the **excess** shown in your **schedule**.

Except for **fire** and **theft** claims, this **excess** amount will be increased to the following amounts if the person driving is aged 21 - 24 years or is aged 25 years and over who has not held a full licence for 12 months to drive **your vehicle**:

<b>Excess</b> Amount shown in your <b>schedule</b> :	Increased <b>Excess</b> Applicable:
£250	£450
£500	£650
£750	£850

An **excess** will apply to most claims. 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.

### **Exceptions to Section 1 of your policy**

**We will not pay for:**

- (1) *loss of use, wear and tear, depreciation, or any loss or damage which happens gradually*
- (2) *mechanical, electrical, electronic failure, breakdown or breakage*
- (3) *computer and equipment failure or malfunction*
- (4) *damage to tyres caused by braking or by punctures, cuts or bursts*
- (5) *loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed*
- (6) *loss of value following repair*
- (7) *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.*
- (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 arising during or in consequence of riot or civil commotion occurring*
  - (a) *in Northern Ireland*
  - (b) *outside of the **territorial limits***

*This exception will not operate if **you** can prove that the accident, injury, loss or damage was not caused by this peril*
- (10) *loss or damage caused directly or indirectly by **fire** from the use of cooking or heating equipment where **your vehicle** or **trailer** is equipped for the cooking or heating of food or drink*
- (11) *loss or damage to any fixtures, fittings or kitchen utensils while in or on **your vehicle**.*

## **Section 2 - Liability to Third Parties**

### **Your Liability to Third Parties**

**We** will indemnify **you** in respect of all sums which **you** may be required to pay at law and all other costs and expenses incurred with our written consent arising from:

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

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

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

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

- (i) £5,000,000 in respect of all claims consequent on one originating cause
- (ii) such greater sum as may in the circumstances be required by the **road traffic acts**.

### **Liability of Other Persons Driving or Using Your Vehicle**

Under this Section, **we** will also indemnify:

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

### **Indemnity to Owner (leasing or hiring agreements)**

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

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

### **Indemnity to Legal Personal Representatives**

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

### **Legal costs**

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

- at a Coroner's Inquest;
- at a fatal accident inquiry in any proceedings in a Court of Summary Jurisdiction 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), or
- appeals.

## Duty of Care - driving at work, legal costs

**We** will pay:

- (1) your legal fees and expenses incurred with our written consent for defending proceedings including appeals;
- (2) costs of prosecution awarded against **you**

arising from any health and safety inquiry or criminal proceedings for any breach of the:

- (a) Health and Safety at Work etc Act 1974;
- (b) Health and Safety at Work (Northern Ireland) Order 1978;
- (c) Corporate Manslaughter and Corporate Homicide Act 2007.

**We** will not provide indemnity:

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with the business;
- (2) unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or **trailer** in circumstances where compulsory insurance or security is required by the **road traffic acts**;
- (3) in respect of proceedings which result from any deliberate act or omission by **you**; or
- (4) where indemnity is provided by another insurance policy.

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

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

Corporate Manslaughter and Corporate Homicide Act 2007 - Unlimited.

## Cross Liabilities

Where there is more than one **insured person** named in your **schedule** each one will be covered as if they are the only **insured person** covered under this policy.

## Application of Indemnity Limits

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

## Exceptions to Section 2 of your policy

**We** shall not be liable in respect of:

- (1) any claim if any person indemnified under this Section fails to observe the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment of indemnity under any other policy;
- (2) death or bodily injury to any employee of the person indemnified which arises out of the course of such employment except where liability is required to be covered by the **road traffic acts**;
- (3) loss or damage to property:
  - (i) belonging to or in the care of anyone **we** indemnify who claims under this Section
  - (ii) being carried in **your vehicle** (except where **your vehicle** is a **private car**);
- (4) loss, damage, death or bodily injury caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone, other than the driver or attendant of **your vehicle**, either bringing a load to **your vehicle** for loading on to it or taking a load away from **your vehicle** having unloaded it;
- (5) damage to premises (or to the fixtures and fittings) attaching solely as occupier (not as owner) where the damage is insured by another policy;

- (6) damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this Section;
- (7) loss, damage, death or bodily injury where **your vehicle** is an **agricultural vehicle** arising out of any incident directly or indirectly caused by, or accelerated by, or attributable to the coming into contact with any person, property, land or crops of any substance or compound that is used, in whole or part, as an insecticide, herbicide or other control of pests, disease or weeds, or as a desiccant, defoliant or growth regulator and which arises from the dissemination of such substance or compound in connection with **your vehicle** elsewhere than on land occupied by **you** or crops owned by **you** on that land except where such liability is required to be covered by the **road traffic acts**;
- (8) loss, damage, death or bodily injury caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered by the **road traffic acts**. For the purposes of this exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere;
- (9) any claim where **your vehicle** is an **automated vehicle** and at the time of an accident is being driven or used in **automated driving mode** where **the insured** or any other person entitled to indemnity under this policy:
- (a) has made, or has permitted alterations to any **software** which relates to functioning of the vehicle as an **automated vehicle**, except those made available by and/or approved by the vehicle manufacturer
  - (b) has failed to install or permit the installation of any **safety critical software** updates relating to the functioning of the vehicle as an **automated vehicle** which **you** or a driver permitted by **you** ought reasonably to have known that failure to install such **software** could compromise the safety of the vehicle.
  - (c) ought reasonably to have known or to have reasonably assessed that it was not appropriate to do so.
- (10) loss, damage, death or bodily injury where **your vehicle** is a **special type vehicle** arising out of:
- (i) the explosion of any vessel under pressure being part of plant attached to or forming **your vehicle**
  - (ii) subsidence, flooding or water pollution whilst **your vehicle** or any plant forming part of such vehicle or attached to it is being operated as a tool
- except where such liability is required to be covered by the **road traffic acts**
- (11) loss, damage injury or death where **your vehicle** is a **special type vehicle** and is a mobile or self-propelled crane and is being operated as a tool except where such liability is required to be covered under the **road traffic acts** unless **your vehicle** has been inspected to the extent required by Statutory Regulations
- (12) loss or damage arising from a deliberate act or reckless act by **you** or any person driving or using **your vehicle**.
- (13) loss, damage, death or bodily injury whilst **your vehicle** is being used in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the **road traffic acts**;
- (14) any consequence whatsoever resulting directly or indirectly from or in connection with **terrorism** regardless of any other contributory cause or event except where such liability is required to be covered by the **road traffic acts**.
- (15) death, bodily injury or illness of any person caused by:
- (i) food poisoning or
  - (ii) anything harmful contained in goods supplied or
  - (iii) any harmful or incorrect treatment given at or from **your vehicle** or **trailer**.

## Additional Covers

### Section 3

#### Indemnity to Principals

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

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

#### Exceptions to Section 3 of your policy

**We** shall not be liable in respect of:

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

### Section 4

#### Medical Expenses

If **you** or anyone else who is in **your vehicle** are injured as a direct result of **your vehicle** being involved in an accident, **we** will pay for the medical expenses in connection with the injury up to £250 for each injured person.

The maximum amount payable under this Section is increased to £350 in respect of each injured person if Breakdown and European Motoring Assistance is operative.

### Section 5

#### Personal belongings

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

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

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

The maximum amount payable for any one accident under this Section is increased to £350 if Breakdown and European Motoring Assistance is operative.

#### Exceptions to Section 5 of your policy

**We** will not pay for:

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

## Section 6

### Trailers/attachments

#### (1) Attached **trailers**

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

#### (2) Detached **trailers**

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

- (a) owned by **you** or hired to **you** under a hire purchase agreement or leased or rented to **you** for a period of not less than three months; or
- (b) in your custody or under your control

while detached from **your vehicle**.

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

#### (3) **Attachments**

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

#### (4) Contingent liability cover for your **trailers**

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

### **Exceptions to Section 6 of your policy**

**We** will not pay:

- (1) *if any **trailer** or disabled mechanically-propelled vehicle is being towed otherwise than in accordance with the law*
- (2) *for loss or damage to property being carried in or on any **trailer** or disabled mechanically propelled vehicle*
- (3) *under Section 2 of this policy for any loss or damage arising from the operation of any plant permanently attached to and forming part of your **trailer** (other than any lifting device for self-loading) as a tool other than where necessary to meet the requirements of the **road traffic acts***
- (4) *for loss of or damage to any fixtures fittings or kitchen utensils carried in or on any **trailer***
- (5) *if your **trailer** is a caravan, other than to indemnify **you** within the terms of Section 2 of the policy while your caravan is attached to **your vehicle**.*
- (6) *loss or damage caused directly or indirectly by **fire** from the use of cooking or heating equipment where **your vehicle** or **trailer** is equipped for the cooking or heating of food or drink.*

## Section 7

### Continental use/Compulsory insurance requirements

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

- any other country which is a member of the European Union; and
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising out of the use of motor vehicles.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurs in

another EU Member State, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable in Great Britain.

If **you** take **your vehicle** abroad – outside the **territorial limits**

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

### **Additional covers**

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

- (1) the transit of **your vehicle**, including loading and unloading, between the countries specified, and/or
- (2) reimbursement of any customs duty **you** may have to pay on **your vehicle** after its temporary importation into any of the countries specified, subject to your liability arising as a direct result of any loss of or damage to **your vehicle** which is subject of payment under Section 1 and/or
- (3) General Average contributions, Salvage and Sue and Labour charges whilst **your vehicle** is being transported by sea between any of the countries specified provided that **your vehicle** is covered by this policy for loss or damage.

## **Section 8**

### **Unauthorised movement**

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

#### ***Exceptions to Section 8 of your policy***

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

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

## **Section 9**

### **Unauthorised use of driving**

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

## **Section 10**

### **Unlicensed drivers**

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

## **Section 11**

### **Emergency Treatment**

**We** will reimburse any person using **your vehicle** for payments made under the **road traffic acts** for emergency medical treatment.

## Section 12

### Contingent liability

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

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

### Exceptions to Section 12 of your policy

*This Section does not apply:*

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

## Section 13

### Vehicles laid up and out of use

(at the commencement of the **period of insurance**)

#### 1. Fire and Theft

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

#### 2. Fire, Theft and Accidental Damage

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

### Exceptions to Section 13 of your policy

**We** will not pay for:

- (1) *loss of use, wear and tear, depreciation, or any loss or damage which happens gradually*
- (2) *mechanical, electrical, electronic failure, breakdown or breakage*
- (3) *computer and equipment failure or malfunction*
- (4) *damage to tyres caused by braking or by punctures, cuts or bursts*
- (5) *loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed*
- (6) *loss of value following repair*
- (7) *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.*
- (8) *loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority*
- (9) *any loss or damage arising during or in consequence of riot or civil commotion occurring in Northern Ireland*

*This exception will not operate if **you** can prove that the loss or damage was not caused by this peril*
- (10) *loss or damage caused directly or indirectly by **fire** from the use of cooking or heating equipment where **your vehicle** or **trailer** is equipped for the cooking or heating of food or drink*
- (11) *loss or damage to any fixtures, fittings and kitchen utensils while in or on **your vehicle**.*

## Section 14

### Replacement locks

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

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

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

## Section 15

### Child seat cover

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

## Section 16

### Legal services and advice

#### Definition

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

#### You/Your

The **policyholder** named in the **schedule** and

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

#### What is covered

#### Legal Protection to Recover Uninsured Losses

If there is an accident and/or incident involving **your vehicle** which occurs during the **period of insurance** and within the **territorial limits** and it is not **your** fault, **we** will provide **you** with legal protection to pay lawyer's costs to help claim against the person(s) responsible. As part of **your** claim **we** will pay to recover **your** financial losses, such as **your excess** and travel expenses, and also obtain compensation if, as a result of travelling in, getting into or out of **your vehicle**, **you** die or sustain personal injury.

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe it is more likely than not that **you** will succeed in a claim for those losses. For more information, please see Reasonable Prospects of Success Explained.

If **you** disagree with the lawyer's view of **your** prospects of success, **you** have the right to appeal. Please see Disputes and Arbitration for more information.

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

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

#### Legal Protection to Defend Motoring Prosecutions

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

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

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

### Legal Advice

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

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

Call **us** on 0345 030 6972\*

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

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

### Legal Representation

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

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

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

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

### Basis of Claim Settlement

**We** will pay

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

In determining whether or not costs are reasonable, **we** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable.

Specific factors **we** will take into account in making this determination are

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

### Conditions to Section 16

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

- (1) **You** must report **your** claim to **us** as soon as reasonably possible and in any event within 180 days after the date **you** discovered the incident.
- (2) **You** must allow **us** direct access to the appointed lawyer who will provide **us** with any information or opinion on **your** claim.
- (3) **You** must provide **us** with any information or instructions that **we** may reasonably ask for in relation to **your** claim. If **we** do not receive all of the information or instructions **we** need, **we** may delay or suspend **your** claim.

- (4) **You** must notify **us** immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
- (5) If **you** do not accept a payment into court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, **we** may refuse to pay further legal costs and expenses.
- (6) No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.
- (7) **You** must support **us** in the recovery, from the person(s) who **you** believe were responsible, of any legal costs and expenses that **we** have paid and pay those legal costs and expenses to **us**.
- (8) If **you**
  - (a) settle or withdraw a claim without our prior agreement, or
  - (b) do not give suitable instructions to the appointed lawyer, or
  - (c) dismiss an appointed lawyer without our prior consent
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.
- (9) **You** must report any appeal or defence of an appeal to **us** at least 14 days prior to the deadline for the appeal.

### Exceptions to Section 16

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

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

- (1) which **we** have not agreed to or authorised
- (2) incurred prior to our acceptance of a claim
- (3) resulting from any legal action **you** take without our prior approval
- (4) for any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority
- (5) resulting from any claim deliberately or intentionally caused by **you**
- (6) resulting from a defence of motoring offences arising from prosecutions for
  - (a) dishonesty or violent conduct
  - (b) drink or drug related offences
  - (c) parking offences.
- (7) relating to an application for judicial review
- (8) for a claim relating to any non-contracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.
- (9) for a dispute with **us** in respect of the policy terms and conditions unless this is covered under Disputes and Arbitration
- (10) for losses already paid by **us** under any other section of this policy.

### Reasonable Prospects of Success Explained

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

In respect of all claims under Legal Protection to Recover Uninsured Losses, **we** will need to establish that it is more likely than not that **you** will

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

- (4) make a successful appeal or defence of an appeal
- (5) obtain a legal remedy which **we** have agreed to pursue or defend.

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

### **Disputes and Arbitration**

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

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

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

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

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

## **Section 17**

### **Charge Points**

Where **your vehicle** is an **electric vehicle** or a **plug-in hybrid electric vehicle** and cover for **your vehicle** is Comprehensive, the cover applicable to **your vehicle** also applies for Damage to charge points at **your** or **your** authorised employee's home whilst connected to **your vehicle**.

**We** will pay the cost of replacing the charge point with one of the same make, model, specification and condition immediately prior to the damage.

No **excess** will apply to a claim under this section.

### **Exceptions to Section 17 of your policy**

**We will not pay for loss or damage, including theft**

- (1) *at premises owned or occupied by you and which are used in connection with any trade or business*
- (2) *caused by any failure to use the charge point in line with manufacturer's instructions*
- (3) *where the charge point has not been installed in accordance with recognised national standards by a qualified and competent electrician*
- (4) *to any charge point that is capable of exchanging a battery of an **electric Vehicle** or a **plug-in hybrid electric vehicle***
- (5) *to refuelling points*
- (6) *the additional cost of complying with any European Union legislation, Act of Parliament, or byelaws of any public authority or code of practice*
- (7) *of electricity*
- (8) *if there is any other insurance covering the same loss or damage.*

## **Section 18**

### **Charging Cables and Connecting Components**

Where **your vehicle** is

- (1) an **alternative fuel vehicle** and
- (2) a **private car** or **goods-carrying vehicle** up to 4.25 tonnes GVW

the cover applicable to **your vehicle** also applies to the charging cables, adaptors and refuelling connecting components relating to and designed for your vehicle while these are in, on or connected to **your vehicle** (or while in **your** or **your** employee's private garage).

The maximum **we** will pay is the cost of replacing **your vehicles** charging cable, adaptor or refuelling connecting component with one of the same make, model, specification and condition immediately before the loss or damage, including arising from **theft**.

No **excess** will apply to a claim under this section.

### **Exceptions to Section 18 of your policy**

***We** will not pay for loss or damage, including arising from **theft** to batteries, fuel, fuel tanks, charging points or refuelling points.*

## **Section 19**

### **Electric Vehicle Battery**

Where **your vehicle** is an **electric vehicle** or a **plug-in hybrid electric vehicle** and cover for **your vehicle** is Comprehensive, **we** will also pay **you** for damage to **your vehicles** high voltage battery caused by any power surge whilst the battery is being charged via a proper connection to a normal power recharging point or high power recharging point.

The maximum **we** will pay is the cost of replacing **your vehicle** high voltage battery with one of the same specification and condition immediately before the damage.

If **your vehicles** high voltage battery is not owned by **you**, **we** will not pay for the collection and delivery charges including taxes, levies, duties and fees (where applicable), to return **your vehicles** high voltage battery to its legal owner.

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

## **Section 20**

### **Electric Vehicle out of charge recovery**

Provided you notify by telephone on 0345 030 7780 and where **your vehicle** is

- (1) an **electric vehicle** and
- (2) a **private car** or **goods-carrying vehicle** up to 4.25 tonnes GVW

and cover is Comprehensive and **your vehicle** is inoperative as a result of the high voltage battery being out of charge, on a road in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man, during the Period of insurance, **we** will pay for a contractor appointed by **us**, to either:

- (1) charge **your vehicles** high voltage battery with enough power to get to the nearest working public charge point, or
- (2) transport **your vehicle**, including
  - (i) any **trailer** or caravan whilst attached to **your vehicle**,
  - (ii) up to eight passengers including the driverto
  - (i) the nearest working public charging point
  - (ii) premises owned or occupied by **you**, and which are used in connection with the business
  - (iii) **your** home or the home of **your** authorised employee or any person authorised to drive whichever is closer.

No **excess** will apply to a claim under this section.

## **Exceptions to Section 20 of your policy**

### **We will not pay**

- (1) if there is any other insurance or breakdown assistance covering the same break-down or stranding
- (2) as a result of road traffic accident
- (3) as a result of fire, flood, **theft** or act of vandalism
- (4) while **your vehicle** is in or on premises, or parked and unattended within a radius of 400 metres of premises owned or occupied by **you**, and which are used in connection with the business, or at **your** home or the home of **your** authorised employee or of any person authorised to drive
- (5) while **your vehicle** is already at a garage or other place of repair
- (6) the cost of any transportation, accommodation or care of passengers which exceed the number allowed to travel in **your vehicle** as detailed in its vehicle registration document (V5)
- (7) the costs of transportation of any **trailer** or caravan drawn by **your vehicle** which is not permitted by law
- (8) the cost of any transportation, accommodation or care of any animal
- (9) the charging costs at any charging point
- (10) the cost of exchanging the high voltage battery
- (11) any consequential costs incurred during the recovery process
- (12) any costs that are not arranged by or through **us**.
- (13) if the vehicle is displaying a trade plate

## **General Exceptions**

### **Your policy does not cover:**

- (1) any accident, injury, loss or damage while any vehicle insured under this policy is being:
  - (a) used or driven other than in accordance with the terms of your **certificate of motor insurance**;
  - (b) driven by or is in the charge of any person for the purposes of being driven who:
    - (i) does not have a licence to drive **your vehicle**, has never held one or is disqualified from holding or obtaining such a licence;
    - (ii) is not complying with the terms and conditions of the licence;
    - (iii) does not have the appropriate licence for the type of vehicle

This exception will not apply:

- (i) while **your vehicle** is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or an employee of a hotel or restaurant or car parking service for the sole purpose of parking;
  - (ii) if the accident, bodily injury, loss or damage was caused as a result of the **theft of your vehicle**;
  - (iii) if the person driving does not have a driving licence and **you** had no knowledge of such deficiency;
- (2) any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist
- (3)
  - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss;
  - (b) any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:
    - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties or any radioactive matter;
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (i) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
  - (ii) any action taken in controlling preventing suppressing or in any way relating to (i) above, except as is necessary to meet the requirements of the **road traffic acts**
- (5) any accident, injury, loss or damage (except under Section 8 of the policy) if any vehicle is registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (6) any deliberate act or reckless act, caused by **you** or any person entitled to drive. This exception will not place any obligation upon **us** to accept any liability under Section 2 Exception (12)
- (7) 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**.
- (8) 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**.
- (9) the VAT element of any claim where **you** and/or your business are VAT registered and are able to recover VAT.

## Conditions

### Alteration of risk

**You** must notify **us** immediately if, after the effective date of this insurance

- (1) there has been any alteration to, or change in material circumstances relating to, the risk insured and/or **your** business activities which increases the risk of accident, loss or damage or bodily injury, or
- (2) **your** interest ceases except by will or operation of law.

**We** may, at our option:

- (a) cancel the policy from the date **your** interest ceases or from the date of such alteration or change in material circumstances, or
- (b) accept such alteration or change in material circumstances in writing or by reissue of The **Schedule**. If **we** do so, **we** may impose appropriate additional terms and/or premium, with effect from the date of such alteration or change in material circumstances.

Alterations or changes in material circumstances include but are not limited to

- (1) details of any person who is excluded from driving under **your certificate of motor insurance** or the **schedule**, but who **you** now require to drive
- (2) any change in the use of **your vehicles**, including the carriage of hazardous substances and/or visiting hazardous locations
- (3) any change in **your** business activities and/or expansion of **your** business
- (4) any business acquisition or merger, or the absorption of **your** business by another business entity.
- (5) details of vehicles which are not covered by the policy terms and conditions but **you** now require to be included.

## Claims procedure

- (1) As soon as reasonably possible after any accident, loss or damage, **you** or your legal personal representatives must telephone **us** giving full details of the incident. Any communication **you** receive about that incident should be sent to **us** immediately. **You** or your legal personal representatives must let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.
- (2) **You** or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If **we** want to, **we** can take over and conduct in your name or that of the person claiming under the policy the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for **us** to achieve a settlement.
- (3) Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, **we** may, at any time, pay **you** the full amount **we** are required to pay under the policy (less any sums **we** have already paid in compensation) or, any less amount for which such claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. **We** will, however be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

## Cancellation

- (4) (a) **You** may cancel this policy at any time after the date **we** have received the premium (or at least one monthly premium instalment) by providing at least 7 days' written notice to **us**.
- (b) **We** or any agent appointed by **us** and acting with our specific authority, may cancel this policy if **you** do not pay your monthly premium when it is due. If **you** do not pay the first monthly premium, your policy will not be valid. If **you** miss a payment after that, **we** will write to **you** giving **you** at least 14 days' notice of a further date to pay by. If **we** do not receive payment by that date, **we** will cancel the policy and/or additional cover options.

If your policy is cancelled under (a) or (b) above, **we** may, at our discretion, refund to **you** a proportionate part of the premium paid for the unexpired period. This is provided that, during the current **period of insurance**, there has been no:

- (i) claim made under the policy for which **we** have made a payment
  - (ii) claim made under the policy which is still under consideration
  - (iii) incident which **you** are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to **us**.
- (c) If **we** have not agreed a monthly premium instalment plan with **you**, **we** will cancel this policy from the inception date if the premium is not paid and no return premium will be allowed. Such cancellation will be confirmed in writing by **us** to your last known address.
  - (d) **We** may also cancel this policy at any time by providing at least 7 days' written notice to your last known address.

**We** will refund a proportionate part of the premium for the unexpired period provided that, during the current **period of insurance**, there has been no:

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

## Other insurance

- (5) If at the time any claim arises under this policy there is any other insurance policy covering the same loss damage or liability **we** will only pay our share of the claim. This provision will not place any obligation upon **us** to accept any liability under Section 2 or 6 or 12 of the policy which **we** would otherwise be entitled to exclude under Exception (1) to Section 2 and part (4) of Section 6 and Exception (2) to Section 12.

## Paying monthly

(6) Your monthly premiums will be due on the agreed date and on the same date of each following month. **We** will give **you** one month's cover for each monthly premium **you** pay starting from the cover start date.

If **you** do not pay your first monthly premium your policy will not be valid. If **you** have paid at least one monthly premium and then **you** don't pay any premium amount after that when due, **We** will cancel your policy as explained in the Cancellation Condition.

## Premium adjustment

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

**You** must provide **us** with details of motor vehicles (and **trailers** if specific **trailers** are covered under this policy) that **you** subsequently acquired or disposed of on or before the day the change takes place and in respect of these details **you** will pay **us** an additional premium or receive from **us** a refund calculated as agreed.

## Your duty to prevent damage

(8) **You** must, at all times

- (a) take all reasonable steps to safeguard **your vehicle** from damage,
- (b) maintain **your vehicle** in a roadworthy condition,
- (c) allow **us** free access to examine **your vehicle**,
- (d) maintain any **advanced driver assisted systems** and their components in accordance with the original vehicle manufacturers technical specifications,
- (e) take reasonable steps to ensure that any **advanced driver assisted systems** are in full working order following an incident involving **your vehicle** where **the insured** knew or should reasonably suspect that the functionality of such systems may have been compromised or become ineffective,
- (f) install any **safety critical software** updates made available by and/or approved by the original vehicle manufacturer of **your vehicle** that **you**, the driver or any occupant of **your vehicle** ought to reasonably be aware of,
- (g) only ever modify, install, or permit the installation or alteration of **your vehicle's software** that is made available by and/or approved by the original vehicle manufacturer of **your vehicle**.

## Arbitration

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

## Your duty to comply with policy conditions

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

## Fraud

(11) If a claim made by **you** or anyone acting on your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **we** may:

- (a) refuse to pay the claim,
- (b) recover from **you** any sums paid by **us** to **you** in respect of the claim,
- (c) by notice to **you** cancel the policy with effect from the date of the fraudulent act without any return of premium.

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

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

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

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

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

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

### **Motor Insurance**

#### **Database - supply of vehicle details**

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

### **Subjectivity**

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

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

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

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

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

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

Our requirements and decisions will take effect from the dates(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with our requirements and/or decisions, **we** will consider your comments and where **we** consider appropriate, **we** will continue to negotiate with **you** to resolve the matter to your and our satisfaction.

In the event that the matter cannot be resolved:

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

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

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

## European Communities (Rights Against Insurers) Regulations 2002

(15) Third parties may contact **us** directly in the event of an 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.

### Non Disclosure, Misrepresentation or Misdescription

(16) Before this policy was entered into

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

- (a) where the breach was deliberate or reckless, **we** may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
  - (i) **we** would not have agreed to provide cover under this policy on any terms, **we** may avoid this policy and refuse all claims, but will return any premiums paid
  - (ii) **we** would have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or
  - (iii) **we** would have agreed to provide cover under this policy but would have charged a higher premium, our liability for any loss amount payable shall be limited to the proportion that the premium **we** charged bears to the higher premium **we** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(17) Before a variation was agreed

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

- (a) where the breach was deliberate or reckless, **we** may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
  - (i) **we** would not have agreed to the variation on any terms, **we** may treat this policy as though the variation was never made, but will return any additional premiums paid
  - (ii) **we** would have agreed to the variation but on different terms (other than premium terms), **we** may require that the variation includes such different terms with effect from the date it was made, and/or
  - (iii) **we** would have agreed to the variation but would have increased the premium, or would have increased it by more than **we** did, or would not have reduced it or would have reduced it by less than **we** did, our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

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

## Car sharing and insurance

### Applicable only in respect of Private Cars

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

*This section does not apply if:*

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

### Important note

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

## **Voluntary Work**

Where your **certificate of motor insurance** includes use for social, domestic and pleasure purposes, your policy will cover any person entitled to drive, who **you** have authorised, to carry out voluntary work.

Voluntary work is the use of **your vehicle** in connection with, or for the benefit of, charities, voluntary organisations, clubs or societies, where payment does not exceed the HMRC mileage rate in force at that time.

Cover does not apply to vehicles owned by, hired to or lent to any such organisation or vehicles that are used for hire or reward.

## **Important Note**

If there is any doubt as to whether such an arrangement is covered by your policy, please contact your insurance adviser immediately for confirmation.

## **Breakdown and European Motoring Assistance**

Breakdown and European Motoring Assistance is a separate policy.

The cover and service under the Breakdown and European Motoring Assistance policy applies where Breakdown is shown as 'Y' in your **schedule**.

Please refer to the Breakdown and European Motoring Assistance policy provided for details of cover.

## **Sanctions**

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.



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