Your Fleet Insurance Policy

Aviva Mid-Market

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.



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

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AVIVA

The Contract of Insurance

The policy, the information You have provided and/or the application form, the statement of fact, the declaration made by You, The Schedule and the Certificate of Motor Insurance should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on the 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 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.

AVIVA

Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited. Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. Firm Reference Number C171485. A private company limited by shares. Registered in Ireland, No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland D18 W2P5. Registered UK Branch Address: 80 Fenchurch Street, London, EC3M 4AE. UK Branch authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (Firm Reference Number 827591) and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

Policy Introduction

Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva has the experience and longevity of a company who can trace its roots back to the establishment of the Hand in Hand Fire & Life Insurance Society in London in 1696.

This is your Fleet Insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in The Schedule, the information you have provided and the declaration you have made. Please read the policy and The Schedule carefully to ensure that the cover meets your requirements, and the details on The Schedule are correct.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

Choice of Law

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

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

Use of Language

All communications relating to this contract will be in English.

Administration Charge

We reserve the right to apply an administration charge of up to £20 (subject to Insurance Premium Tax where applicable) for each adjustment You need to make to Your policy.

Car Sharing

If financial contributions are received to carry passengers on a journey in Your Vehicle as part of a car-sharing arrangement, We will not regard this as being the carriage of passengers for hire or reward (or the use of the vehicle for hiring).

Cover does not apply if

(1) Your Vehicle is constructed or adapted to carry more than eight passengers (excluding the driver)

(2) passengers are being carried in the course of a business of carrying passengers

(3) total contributions received for the journey concerned involve an element of profit.

Important Note

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

Use of Your Vehicle outside of The Territorial Limits

On request, Your policy may be extended to provide cover in countries outside of The Territorial Limits, for which We will issue You with a Green Card where necessary.

To obtain cover You must provide Your insurance advisor with details of Your trip. Your insurance advisor will arrange for a foreign use clause to be issued, and (where appropriate) supply You with a Green Card and advise You of any additional premium to be paid.

Damage to Your Vehicle

Cover

We will cover You for Damage to Your Vehicle occurring during the Period of Insurance and within The Territorial Limits.

Accessories and Spare Parts

The cover applicable to Your Vehicle applies to Accessories and spare parts relating to Your Vehicle while these are in or on Your Vehicle (or while in Your or Your employee's private garage if Your Vehicle is a Private Car).

Glass

Where cover on Your Vehicle is Comprehensive and glass cover is not excluded, We will also cover You 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.

Replacement Locks

Where Your Vehicle is a Private Car or Goods-carrying Vehicle, if the Ignition Keys are lost or stolen We will pay the cost of replacing the

(1) affected locks

(2) lock transmitter and central locking interface

(3) 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 may have stolen or found the Ignition Keys.

No Excess will apply to a claim under this cover.

Clauses

The following Clauses apply to Damage Cover and are stated in The Schedule. Where a Clause is only applicable to a specified vehicle or vehicles, this will be stated in The Schedule.

Accident Recovery and Assistance - Overnight Accommodation and Alternative Transport

We can arrange for transport home or completion of a journey for Your 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 to claim for these costs.

The maximum We will pay is stated in The Schedule.

Child Seats

Where We have accepted a claim for Damage to Your Vehicle We will pay up to the limit stated in The Schedule for each child seat fitted in Your Vehicle, even if there is no apparent damage to the child seat(s).

Denial of Use

Where Your Vehicle is a Private Car or a Goods-carrying Vehicle up to 7.5 tonnes GVW and cover is Comprehensive, if You are prevented from using Your Vehicle due to a Police, Fire Services, Military, Energy Supplier, Highway authority, Council or other statutory cordon on a public road in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, We will provide a courtesy vehicle for up to 14 days or until You are able to reach and use Your Vehicle, whichever occurs first.

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.

We will provide a courtesy vehicle for each vehicle You are prevented from using, up to a maximum of 10 courtesy vehicles per event.

We will only provide a courtesy vehicle if

(1) the cordon is for an unpublicised event

(2) Your Vehicle is not Damaged.

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.

We will not pay for

(a) the cost of fuel used

(b) any charges for fitting accessories

(c) the Excess that would have applied to Your Vehicle which is temporarily replaced.

Medical Expenses

If Your Vehicle is involved in an accident and cover is Comprehensive, We will pay medical expenses for each person in Your Vehicle who is injured.

The maximum We will pay is stated in The Schedule.

We will not pay medical expenses in respect of psychological intervention or physiotherapy.

Misfuelling - Draining and Cleaning

Where Your Vehicle is a Private Car or a Goods-carrying Vehicle up to 7.5 tonnes GVW and cover is Comprehensive, in the event of Misfuelling in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, We will arrange for

(1) Your Vehicle's fuel system to be drained and cleaned on site, where this is possible, or

(2) transporting Your Vehicle, including the driver and up to seven passengers, to the nearest garage approved by Us, who will drain and clean the fuel system if this is not possible on site.

Provided that You notify the incident to Us through Aviva Claims and follow all advice given.

No Excess will apply to a claim under this Clause.

We will not pay for

(1) any claim arising from contamination caused other than by Misfuelling

(2) the cost of fuel, other than up to 10 litres of the correct fuel after draining and cleaning has been carried out

(3) any reduction in the Market Value of Your Vehicle or loss of warranty

(4) Damage to Your Vehicle caused by Misfuelling.

For the purposes of this Clause, Misfuelling means the accidental filling of the fuel tank of Your Vehicle with inappropriate fuel for the type of engine.

New 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 18 months, or a Goods-carrying Vehicle within 12 months, of its first registration as new, and

(1) it is stolen and not recovered, or

(2) 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

(1) 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

(2) any interested financing company agrees.

If You or Your Vehicle do not meet the qualifying criteria in this Clause, 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 before the Damage.

Personal Accident Benefits

If You or the driver of Your Vehicle suffer accidental Bodily Injury in direct connection with Your Vehicle and cover is Comprehensive, We will pay the injured person the amount stated in The Schedule if, within three months of the accident, the Bodily Injury is the sole cause of

(1) death

(2) irrecoverable loss of sight in one or both eyes

(3) severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

If You or the driver of Your Vehicle have any other motor insurance policies with Us, You or that person can only obtain Personal Accident Benefits under one policy.

We will not pay for Bodily Injury arising from suicide or attempted suicide.

Personal Belongings

Where cover on Your Vehicle is Comprehensive, We will pay You for Damage to Personal Belongings, including by Fire or Theft, while they are in or on Your Vehicle.

The maximum We will pay is stated in The Schedule.

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) Personal Belongings where Your Vehicle is a motor caravan.

Physiotherapy

If Your Vehicle is involved in an accident and cover is Comprehensive, and any occupant of Your Vehicle is injured as a direct result, We will pay for treatment from a chartered physiotherapist appointed by Us if, in such chartered physiotherapist's professional opinion, the treatment would aid such person's recovery.

The maximum We will pay is stated in The Schedule.

Physiotherapy will end once, in the chartered physiotherapist's professional opinion, the person has recovered from their injury, or the limit under this Clause has been reached, whichever happens first.

We will not pay for treatment of any muscular skeletal condition or illness which existed prior to the accident.

Psychological Intervention

If Your Vehicle is involved in an accident and cover is Comprehensive, We will pay for any occupant of Your Vehicle to receive psychological support or treatment from a clinician, with a suitable qualification from the British Psychological Society and appointed by Us if, in such clinician's opinion, support or treatment would aid the occupant's recovery.

The maximum We will pay is stated in The Schedule.

Psychological support or treatment will end once, in the qualified clinician's professional opinion, the person has recovered, or the limit under this Clause has been reached, whichever happens first.

We will not pay for any psychological support or treatment for any psychological condition or illness which existed prior to the accident.

Basis of Claim Settlement

Where We have accepted Your claim, We will choose to

(1) repair Your Vehicle unless You notify Us that You want Us to pay someone else to repair it, or

(2) replace Your Vehicle, Accessories or spare parts, or

(3) pay a cash amount equal to the Damage.

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

The maximum We will pay is the Market Value of Your Vehicle, including Accessories and spare parts, immediately before the Damage.

If Your Vehicle is stolen and not recovered, or suffers Damage which is uneconomical to repair, We will

(1) replace Your Vehicle if it meets the terms of the New Vehicle Replacement Clause, or

(2) pay the finance provider direct if Your Vehicle is subject to a hire purchase, leasing or contract hire agreement, or

(3) pay You, if You are the owner of Your Vehicle.

If Your Vehicle is not owned by You, and is subject to any type of finance agreement under which You do not acquire, or are prevented from acquiring, ownership at the end of the agreement period, We will pay the legal owner the asset value of the vehicle to them at the time of Damage, not exceeding the Market Value of the vehicle. Our liability under this policy will then end.

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.

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.

Courtesy Vehicle

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.

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.

Repair Authority

You may authorise reasonable and necessary repairs without first obtaining Our consent provided that You send Us a detailed estimate of the cost of repairs as soon as possible.

Repair Guarantee

Repairs carried out by Our Approved Repairers are guaranteed for three years. After this, We will provide a lifetime guarantee on Repair Quality for as long as Your Vehicle is continuously insured by Us and maintained in a roadworthy condition.

If Your Vehicle is no longer insured by Us, We will guarantee the Repair Quality for three years from the date of completion of the repairs or for the remainder of the original manufacturer's warranty for Your Vehicle if this is 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 or supplier.

We will not pay for Damage arising from deterioration, wear and tear, parts or component failure.

Exceptions

The following exceptions apply to Damage Cover in addition to the Policy Exceptions at the back of this policy.

We will not provide cover for

(1) loss of use

(2) loss of value following repair, depreciation, wear and tear or Damage which happens gradually

(3) mechanical, electrical or electronic failure, breakdown or breakage

(4) computer and equipment failure or malfunction

(5) Damage

  (a) to tyres caused by braking or by punctures, cuts or bursts

  (b) caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound

  (c) arising from confiscation, requisition or destruction by, or under order of, any Government, Public or Local Authority

  (d) arising during or in consequence of riot or civil commotion in Northern Ireland or outside The Territorial Limits, unless You can prove that the Damage was not caused by this peril

  (e) arising from Theft while Your Vehicle has been left unattended with the engine running or where the Ignition Keys of Your Vehicle have been left in or on Your Vehicle

  (f) by Fire caused directly or indirectly from the use of cooking or heating equipment where Your Vehicle or Trailer is equipped for the cooking or heating of food or drink

  (g) where Your Vehicle is a mobile crane, resulting from overturning arising in connection with its operation as a tool, or of plant forming part of it or attached to it

  (h) to any fixtures, fittings or kitchen utensils while in or on Your Vehicle or Trailer.

(6) the Excess stated in The Schedule.

Liability to Third Parties

Cover

We will provide cover to The Insured for legal liability to pay Compensation, and all other costs and expenses incurred with Our written consent, for Bodily Injury or Damage to property which 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, which occurs during the Period of Insurance and within The Territorial Limits.

Application of The Limit of Indemnity

Your liability will be settled in priority but the maximum We will pay for all claims arising from the same incident in respect of Damage to property will not exceed The Limit of Indemnity stated in The Schedule, regardless of the number of persons claiming to be indemnified.

For any consequence arising in connection with Terrorism where We are liable under the Road Traffic Acts, The Limit of Indemnity for Damage to property as a result of any accident or accidents caused by Your Vehicle and for which cover is provided by this Section is

(1) £5,000,000 for all claims consequent on one originating cause, or

(2) such greater sum as may in the circumstances be required by the Road Traffic Acts.

Compulsory Insurance Requirements

This policy, in compliance with EU Directives on compulsory motor insurance, provides the necessary cover in any country

(1) which is a member of the European Union, or

(2) 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, or

(3) for which We have issued a Green Card.

This cover applies in addition to the cover provided within The Territorial Limits and is the minimum required in the country in which the accident occurs. However, if the minimum cover required by the laws of Great Britain is wider, then this level of cover will apply.

Cross Liabilities

We will cover each party named as The Policyholder in The Schedule as if a separate policy had been issued to each. However, the total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.

Indemnity to Owner (Leasing or Contract Hire Agreement)

If Your Vehicle is the subject of a leasing or contract hire agreement between You and the owner of Your Vehicle, and there is a claim during the term of such agreement, We will cover the owner to the same extent that We cover You, provided that

(1) Your Vehicle is in their charge and not being driven by them or a person employed by them

(2) they comply with the terms, conditions and exceptions of this policy

(3) they cannot claim under any other insurance.

Legal Costs

In the event of an accident which is covered under this Section, We will pay the fees and disbursements of any legal representative whose appointment We agree to, incurred in defending The Insured

(1) at a Coroner's Inquest or Fatal Accident Inquiry

(2) in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation.

We will not pay for a plea of mitigation (unless the offence with which The Insured is charged carries a custodial sentence) or appeals.

Exceptions

The following exceptions apply to Liability to Third Parties Cover in addition to the Policy Exceptions at the back of this policy. We will not provide cover for

(1) any claim if any person covered does not observe the terms, conditions and exceptions of this policy, or if they can claim under any other insurance

(2) Bodily Injury to any
   (a) employee of the person covered which arises out of, or in the course of, such employment, except to the extent that We must provide cover under the Road Traffic Acts
   (b) Principal, other than for any amount You would have had to pay if no agreement with them existed
   (c) person caused by food poisoning, anything harmful contained in goods supplied or any harmful or incorrect treatment given at or from Your Vehicle or Trailer.

(3) Damage to Your Vehicle or Trailer

(4) Damage to property that
   (a) belongs to or is in the care of any person covered who claims under this Section, or
   (b) is being carried in or on Your Vehicle (except where Your Vehicle is a Private Car) or Trailer.

(5) Damage to premises (or to the fixtures and fittings) You occupy but do not own if there is any other insurance covering the same Damage

(6) Damage or Bodily Injury
   (a) that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of Your Vehicle, bringing a load to Your Vehicle or Trailer for loading or taking a load away from Your Vehicle or Trailer after unloading it
   (b) 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
   (c) while Your Vehicle or Trailer is being used in that part of an aerodrome, airfield, airport or military installation 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
   (d) where Your Vehicle is an Agricultural Vehicle or Trailer arising out of any incident directly or indirectly caused by, 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 or Trailer elsewhere than on land occupied by You or crops owned by You on that land

except to the extent that We must provide cover under the Road Traffic Acts.

(7) any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism regardless of any other contributory cause or event except to the extent that We must provide cover under the Road Traffic Acts

(8) liquidated damages or damages incurred under any penalty clause

(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 and The Insured

(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 to 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 know or to reasonably assess that it was not appropriate to do so.

Clauses

The following Clauses apply to this Section and are stated in The Schedule. Where a Clause is only applicable to a specified vehicle or vehicles, this will be stated in The Schedule.

Attachments

Where Your Vehicle is a Special Type Vehicle or Agricultural Vehicle, the cover applicable to Your Vehicle also applies to any Attachment while attached to or detached from Your Vehicle.

Continental Use

Where Your Vehicle is being used within The Territorial Limits or in any other country for which We have agreed to provide cover, We will cover You for

(1) the transit of Your vehicle, including its loading and unloading, between any countries to which this Section applies

(2) reimbursement of any customs duty You may have to pay on Your Vehicle after its temporary importation into any country specified, provided the duty arises as a direct result of Damage which is covered under this Section

(3) general average contributions, salvage and sue and labour charges while Your Vehicle is being transported by sea between any of the countries specified, provided that the Damage to Your Vehicle is covered under this Section.

All countries listed on the reverse of Your Certificate of Motor Insurance have agreed that a Green Card is not necessary. Your Certificate of Motor Insurance provides evidence of minimum compulsory insurance requirements in these countries.

Contingent Liability

We will cover You for Your legal liability arising from

(1) any motor vehicle not belonging to You nor hired, leased or lent to You while being used in connection with The Business by any person You employ

(2) any motor vehicle hired-in by You while being used in connection with The Business by a hired-in driver

(3) any Trailer owned by You or hired to You under a hire purchase agreement, when it is not in Your custody or control.

We will not cover You

(1) for Damage to such motor vehicle or Trailer or property being carried in or on it

(2) if there is any other insurance covering the same liability.

Duty of Care - Driving at Work and Legal Costs

We will cover You for

(1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals

(2) prosecution costs awarded against You

which arise from any health and safety inquiry or criminal proceedings for a breach of the

(a) Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, up to the amount stated in The Schedule

(b) Corporate Manslaughter and Corporate Homicide Act 2007, for an unlimited amount.

We will not cover You

(1) unless the proceedings relate to an actual or alleged offence

(a) committed during the Period of Insurance within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and in connection with The Business

(b) arising from the ownership, possession or use by You or on Your behalf of any motor vehicle or Trailer in circumstances where compulsory insurance is required under the Road Traffic Acts

(2) for proceedings which result from any deliberate act or omission by You

(3) for any fines, remedial or publicity orders or any steps required to be taken by such orders

(4) if cover is provided by any other insurance.

Emergency Treatment Fees

We will reimburse any person using Your Vehicle for payments made under the Road Traffic Acts for emergency medical treatment.

Passengers' and Drivers' Personal Belongings (Motor Coaches only)

We will pay for Damage to the Personal Belongings of any passenger or the driver, caused by Fire or Theft, where Your Vehicle is a Motor Coach and such Damage occurs in or on Your Vehicle.

We will also cover You against legal liability for Damage to

(1) such Personal Belongings while in or on Your Vehicle, and

(2) passengers' Personal Belongings while being loaded or unloaded by the driver or attendant of Your Vehicle.

The maximum We will pay is stated in The Schedule.

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) losses arising from confiscation, detention or Damage by customs or other officials

(4) the Excess stated in The Schedule.

Payment for Court Attendance

We will compensate You if, at Our request, You or any director, partner or employee of Yours, attends court as a witness in connection with a claim for which The Insured is entitled to cover.

The maximum We will pay is stated in The Schedule.

Trailers - Attached and Detached

The cover applicable to Your Vehicle also applies to

(1) any Trailer attached or connected to Your Vehicle for the purpose of being operated or drawn

(2) any detached Trailer which is

  (a) owned by You or hired to You under a hire purchase agreement, or

  (b) leased or rented to You for a period of not less than three months, or

  (c) in Your custody or control.

We will not provide cover

(1) if any Trailer or disabled mechanically-propelled vehicle is being towed against the law

(2) for any Trailer which is a caravan, other than for legal liability to third parties while such caravan is

  (a) attached or connected to Your Vehicle for the purpose of being operated or drawn, or

  (b) detached in circumstances where insurance of the Trailer is Your responsibility

(3) under Liability to Third Parties Cover for Bodily Injury or Damage arising from the operation of plant permanently attached to and forming part of a Trailer (other than a lifting device for self-loading) as a tool, except to the extent that We must provide cover under the Road Traffic Acts

(4) for the Excess stated in The Schedule.

Unauthorised Driving or Use

Notwithstanding Policy Exception (1)(a), We will cover You for Your legal liability while Your Vehicle is being driven or used outside the terms of Your Certificate of Motor Insurance.

Unauthorised Movement

Cover provided by this Section extends to include the unauthorised movement of a vehicle which is causing an obstruction or otherwise preventing the operation of The Business, in order to facilitate the passage of Your Vehicle.

Legal Services and Advice Section

Cover

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 is stated in The Schedule.

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 Liability to Third Parties Cover.

The maximum We will pay is stated in The Schedule.

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. Please refer to The Schedule for contact details.

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

The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

(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

The following Exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

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) where Your Vehicle is not registered in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

(9) 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.

(10) for a dispute with Us in respect of the policy terms and conditions unless this is covered under **"Disputes and Arbitration"**

(11) 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.

Definition

The following definition applies to this Section in addition to the Policy Definitions at the back of this policy and will keep the same meaning wherever it appears in this Section.

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.

Policy Conditions

The following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

Cancellation

(1) You may cancel this policy at any time after the date We have received the premium by providing seven days notice in writing to Us.

(2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above and provided that there have been no:

(a) claim(s) made under the policy for which We have made a payment

(b) claim(s) made under the policy which are still under consideration

(c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

(3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

(4) We may also cancel this policy at any time by sending not less than seven days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

(a) claim(s) made under the policy for which We have made a payment

(b) claim(s) made under the policy which are still under consideration

(c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

Contribution

If at the time of any claim arising under this policy, there is any other insurance covering the same Damage or Bodily Injury, We will only pay Our share of the claim.

This condition will not oblige Us to make any payment which We exclude under

(1) exceptions (1) and (6)(a) to Liability to Third Parties Cover

(2) the Contingent Liability Clause

(3) the Duty of Care – Driving at Work and Legal Costs Clause.

Direct Right of Access

Third parties may contact Us directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances We may deal with any claim, subject to the terms and conditions and exceptions contained in or endorsed on the policy.

Discharge of Liability

Where there is a claim or claims arising out of one incident and this relates to liability for Damage to property, We may choose at any time to pay You

(1) the full amount We are required to pay under the policy, or

(2) a smaller amount for which the claim or claims can be settled

less any sums We have already paid in compensation.

Having done so, We will then relinquish the conduct and control of such claim(s) and be under no further liability for them.

Fraud

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:

(1) refuse to pay the claim,

(2) recover from You any sums paid by Us to You in respect of the claim,

(3) 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 (3) 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:

(1) refuse to pay the claim,

(2) recover any sums paid by Us to You in respect of the claim (from You or such person depending on who received the sums or who benefited from the cover provided),

(3) by notice to You and such person cancel the policy 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 (3) 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.

Identification

The policy, the information You have provided and/or the application form, the statement of fact, the declaration made by You, The Schedule and the Certificate of Motor Insurance will be read as one contract.

Non Disclosure, Misrepresentation or Misdescription

(1) Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before the policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - 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
  - 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
  - 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.

(2) 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:

- 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;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - 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
  - 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
  - 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 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.

Payments made under Compulsory Insurance Regulations and Rights of Recovery

If the law in any country in which this policy operates requires Us to settle a claim which, if this law had not existed, We would not be obliged to pay, We will be entitled to recover such payments from You or the person who incurred the liability.

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.

Subrogation

If We want to, We can

(1) take over and conduct in Your name or that of the person claiming under the policy the defence or settlement of any claim, or

(2) take proceedings for Our own benefit to recover any payment We have made under this policy.

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

Policy Exceptions

The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the exceptions contained in each Section of the policy.

We will not provide cover in respect of

(1) any Damage or Bodily Injury while any vehicle insured under this policy is being

(a) driven or used other than in accordance with the terms of Your Certificate of Motor Insurance, and/or as stated in The Schedule and/or Your Vehicle Schedule

(b) driven by or is in the charge of any person for the purposes of being driven who

(i) does not hold 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 their licence

(iii) does not hold the appropriate licence for the type of vehicle.

This Exception will not apply

– while Your Vehicle is in the custody or control of a member of the motor trade for the purposes of its maintenance or repair, or an employee of a hotel, restaurant or car parking service for the sole purpose of parking

– if the Damage or Bodily Injury was caused following the Theft of Your Vehicle

– if the person driving does not hold a licence to drive and You had no knowledge of this.

Exception 1 (b) will not apply when a licence is not required by law.

(2) any liability You have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.

(3) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory 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 We must provide cover under the Road Traffic Acts.

(4) loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from

(a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

(d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exception will not apply to radioactive isotopes, other than nuclear fuel, when such isotopes are carried, stored or used in the normal course of operations by The Policyholder for commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

(5) any deliberate or reckless act, caused by You or any person entitled to drive

(6) any consequence whatsoever which is directly or indirectly from or in connection with any Cyber Act, except to the extent that We must provide cover under the Road Traffic Acts

(7) any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, 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

(8) the VAT element of any claim where You and/or Your business are VAT registered and are able to recover VAT.

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 an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

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, cameras, satellite navigation and radar detection systems, providing they are permanently fitted to Your Vehicle and have no independent power source.

Advanced Driver Assisted System/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

Any type of tractor or mechanically-propelled implement including any other vehicle used solely for agricultural, horticulture or forestry purposes where a Road Fund licence is not required or which is used under a licence with exemption from duty under the Vehicle Excise and Registration Act 1994.

Approved Repairer

A facility approved by Us for the repair, damage assessment and/or storage of Your Vehicle.

Attachment(s)

An 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.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

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.

It does not show the cover You have.

Compensation

Damages, including interest.

Computer System(s)

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

Cyber Act

A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any Computer 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.

Damage

Accidental loss, destruction or damage.

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.

Excess/Excesses

The amount(s) stated in The Schedule which We will deduct from each and every claim for Damage to Your Vehicle or other property insured. You will repay any such amount paid by Us.

The amount(s) applies to each individual vehicle.

Fire

Fire, self-ignition, lightning and explosion.

Goods-carrying Vehicle

A motor vehicle manufactured or adapted for the carriage of goods (other than an Agricultural Vehicle).

Green Card

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

Hazardous Location

- 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

other than areas designated for access or parking by the general public.

High Category Hazardous Goods

Any goods or substances within any of the following United Nations Hazard Classes, as set out in the European Agreement concerning the International Carriage of Dangerous Goods by Road

1: Explosive substances and articles

5.2: Organic peroxides

6.1: Toxic substances

6.2: Infectious substances

7: Radioactive material.

Ignition Keys

Any key, device or code used solely for the purposes of securing, gaining access to, and enabling 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.

Minibus

A passenger-carrying motor vehicle with between 9 and 16 passenger seats, excluding the driver's seat.

Motorcycle

A mechanically-propelled

(1) two wheeled vehicle with or without a sidecar or Trailer attached, or

(2) 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.

Novice Driver

A person aged 25 or over who holds a provisional licence, or has held a full United Kingdom or European Union licence to drive Your Vehicle for less than 12 months.

Period of Insurance

From the effective date until the expiry date, both shown in The Schedule, or any subsequent period for which We accept payment for renewal of this policy.

Personal Belongings

Personal property which includes portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to Your Vehicle.

Pollution or Contamination

All pollution or contamination of buildings or other structures or water or land or the atmosphere.

Principal

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

Policy Definitions

Private Car

A passenger-carrying motor vehicle with not more than nine seats including the driver's seat and not used for hire or reward.

Private Hire

Use of a passenger-carrying vehicle for the carriage of passengers for hire or reward, other than under a Hackney Carriage licence.

Public Hire

Use of a passenger-carrying vehicle under the terms of a Hackney Carriage licence.

Repair Quality

Bodywork repairs, paint repairs and workmanship carried out on Your Vehicle by skilled technicians at Our Approved Repairer, where Your Vehicle is a Private Car or a Goods-carrying Vehicle up to 3.5 Tonnes GVW.

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.

Safety Critical Software

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

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

Any motor vehicle manufactured or adapted to operate primarily as a tool which is not designed for the carriage of goods or passengers.

Terrorism

(1) 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 or is claimed to be caused or occasioned in whole or in part for such purposes.

(2) Any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

The Business

Activities directly connected with the business specified in The Schedule.

The Insured

(1) You.

(2) Your personal representatives for legal liability You incur.

(3) (a) Any person who is permitted by the Certificate of Motor Insurance and The Schedule to drive and use Your Vehicle, while driving or using Your Vehicle

  (b) At Your request

    (i) any passenger travelling in, or getting into or out of Your Vehicle

    (ii) any of Your directors or employees

    (iii) any Principal for whom You are carrying out a contract, to the extent required by the contract conditions

  or the personal representatives of these persons, for legal liability for which You would have been entitled to cover if the claim had been made against You.

Each covered party will be subject to the terms of this Section so far as they apply.

The Limit of Indemnity

The amount(s) stated in The Schedule, or any greater sum as may be required by the Road Traffic Acts, which We will pay under the Liability to Third Parties Cover for any one claim or series of claims against The Insured arising out of one cause.

The Schedule

The document which specifies details of The Policyholder, Your Vehicles, cover limits, Excesses, Clauses, Endorsements and Conditions applying to this policy.

Policy Definitions

The Territorial Limits

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

Theft

Theft, attempted theft or taking Your Vehicle without Your consent.

Trade Plate

A vehicle which is carrying in the manner prescribed by law a trade plate.

Trailer(s)

Any drawbar trailer, semi-trailer or articulated trailer.

We/Us/Our/Aviva

Aviva Insurance Limited.

You/Your/The Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

Your Vehicle

Any motor vehicle

(1) registered in or in the process of being registered in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which is described in The Schedule, or any other motor vehicle for which details have been supplied to Us and a Certificate of Motor Insurance has been issued and remains effective

(2) loaned to You by a supplier We have nominated following a claim under the policy.

Complaints Procedure

What to do if you are unhappy

If you have a complaint about this insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem. Your insurance adviser may ask Aviva to handle your complaint.

What will happen if you complain

If your complaint is not resolved quickly:

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

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

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

Financial Services Compensation Scheme

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

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.

Terms and conditions

Please read carefully and keep safe

How to get help

These are the numbers **you** and/or **your drivers** will need:

Call the RAC on	**0800 246 876**
Broken down in France and Monaco	
Freephone (from a landline)	**0800 290 112**
Pay call (from a mobile)	**00 33 472 43 52 55**
Broken down in Europe*	
Calling from Europe (from a landline)	**00 33 472 43 52 55**
Calling from Republic of Ireland (ROI)	**1 800 535 005**

***(Please replace the 00 at the beginning with 810 when in Belarus or Russia)

If a **driver** has hearing difficulties the **RAC** can be contacted using a Text Phone by prefixing the relevant number with 18001 to be connected to Typetalk or use the SMS facilities on **07855 828282**.

European Motoring Assistance (Section C)

To request a claim form (from the UK)	**0300 159 0334**
For repatriation queries	**0300 159 0342**

Email: breakdowncustomercare@rac.co.uk

Or write to:

RAC
Great Park Road,
Bradley Stoke
Bristol BS32 4QN

Checklist

Certain information is required when calling for service.

(1) The **driver's** name
(2) The policy number
(3) The **vehicle** registration number, which will be used by the **RAC** to ensure the right person is sent to assist the **driver**
(4) The make and model of the **vehicle**
(5) The exact location of the **vehicle**
(6) The **driver's** contact number
(7) The nature of the fault
(8) In **Europe** or for additional services, **your** credit card number
(9) If Car Hire is required where the **RAC** are unable to permanently or temporarily repair the **vehicle**, a Full UK Driving licence (photo card licence) and National Insurance number
(10) Proof of Breakdown and European Motoring Assistance Cover (such as **the schedule** and/or the Certificate of Motor Insurance)
(11) Vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the **vehicle** on a **journey** to **Europe**.

Remember

(1) Please call the **RAC** back if the **vehicle** gets going before the **RAC patrol** or **RAC contractor** arrives.
(2) Only accept help from the **RAC patrol** or **RAC contractor** that has been sent to assist the **vehicle** by the **RAC**, **otherwise the RAC may still charge the applicable fee**.
(3) Don't go directly to a garage (even an **RAC** appointed one); the **RAC** will not reimburse **you** if **you** or a driver have had to pay for help which was not arranged by the **RAC.**
(4) Recovery can only be arranged by the **RAC.**

Telephone charges

Please note the **RAC** do not cover the cost of making or receiving telephone calls. The **RAC** calls are monitored and/or recorded.

In the UK

Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged as national call rates and usually included in inclusive minute plans.

In Europe

Roaming fees may apply when making or receiving calls, please contact **your** mobile phone provider for more information. It may not always be possible for the **RAC** to return a call to a mobile phone.

Breakdown on a motorway in Europe

If the **vehicle breaks down** or is involved in a road traffic accident on a motorway in **Europe,** the **RAC** recommend the use of the roadside emergency telephones. This will connect to the police or authorised motorway services who will send a breakdown recovery **vehicle**. If they will not send a breakdown recovery **vehicle**, then contact the **RAC**.

Motorways in France are privately managed, so in the event of a **breakdown** or **road traffic accident** on a French motorway or motorway service area, it is mandatory to use the roadside emergency telephones. The **RAC** cannot send out assistance.

In the event of recovery by the police or authorised motorway services, labour and towing charges may be payable on the spot and an authorised tariff is normally applied. The **RAC** will cover these charges as long as the **vehicle** is towed to the recovery company's depot. If the **vehicle** is towed from a motorway, contact the **RAC** as soon as possible and, if the **vehicle** has not been repaired, the **RAC** will arrange for ongoing cover under **Breakdown and European Motoring Assistance**.

Who provides Breakdown and European Motoring Assistance?

Your policy is arranged and administered by Aviva Insurance Limited.

Roadside and Recovery (Section A) is provided by RAC Motoring Services.

Onward Travel (Section B) and European Motoring Assistance (Section C) are underwritten by RAC Insurance Limited.

Important information about your Breakdown and European Motoring Assistance

Any words in this policy that are in bold type are defined. Please see the Definition of words which explains the meaning of each defined term.

Breakdown and European Motoring Assistance from Aviva is intended to offer services relating to the **breakdown** of **vehicles**. It meets the demands and needs of those who own or drive **vehicles** and wish to ensure the risk of the **breakdown** of the **vehicles** are met now and in the future.

This document contains the benefits, conditions and exclusions that apply and the general conditions and exclusions that apply for all cover types in this document. **You** must meet these conditions or the **RAC** may not provide this cover.

Please read this policy carefully to check the cover **you** have chosen and to ensure it meets **your** demands and needs.

The Contract of insurance

This document is a contract of insurance between **you** and the **RAC**.

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

(1) This document;

(2) Information contained on **your** application and/or the Statement of Fact document as issued by **Aviva**;

(3) **The schedule**;

(4) Any changes to **your Breakdown and European Motoring Assistance** insurance policy contained in notices issued by **Aviva** at renewal;

(5) The information under the heading 'Important Information' which **Aviva** provide to **you** when **you** take out or renew **your** policy.

In return for paying **your premium**, the **RAC** will provide the cover shown in this document.

You must comply with the applicable terms and conditions under this **Breakdown and European Motoring Assistance**. Any failure to do so may impact on **your** rights under this **Breakdown and European Motoring Assistance**, including whether **you** can make a claim. **You** should ensure that each **driver** is made aware of this as well as the level of cover under this **Breakdown and European Motoring Assistance**.

Any changes made during the **period of insurance** will be treated as a continuation of the contract of insurance. The **RAC's** provision of insurance under this policy is conditional upon all persons who seek to benefit observing and fulfilling the terms, provisions and conditions of this policy.

Use of language

Unless otherwise agreed, the contractual terms and conditions (including this policy and your Aviva breakdown service details) and other information relating to this contract will be in English.

Law

The parties are free to choose the law applicable to this **Breakdown and European Motoring Assistance**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact **Aviva**.

Reimbursement of payments

Where it is stated that the **RAC** will reimburse **you** for certain sums as part of the cover, such reimbursement will be following receipt of a claim form (which is available on request by calling **0330 159 0334**) and proof of payment.

For reimbursement of payments made by **you** please submit proof of payment to the **RAC** at:

RAC
Breakdown Customer Care
Great Park Road,
Bradley Stoke, Bristol
BS32 4QN

In certain circumstances, the **RAC** may be able to arrange the benefits and pay such covered amounts on **your** behalf, and will notify **you** or the **driver** of this at the time of making the **claim**.

Your terms and conditions

Period of insurance

Breakdown and European Motoring Assistance provides cover for the period of insurance as stated in **the schedule**.

Hire car terms

Certain sections of this **policy** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

What is covered

In the **domestic territory** up to 3 consecutive days or until **your vehicle** has been fixed if sooner.

In **Europe** up to 14 consecutive days or until **your vehicle** has been fixed if sooner.

(1) In the **domestic territory**, the **RAC** will try to find a hire car close in size to the **vehicle**, where the **vehicle** is a car, or a replacement van where the **vehicle** is a van, but cannot guarantee this and may offer more than one hire car;

(2) In **Europe**, the **RAC** will try to find a hire car close in size to the **vehicle**, but cannot guarantee this and may offer more than one hire car:

(3) If **you** or **your driver** are not eligible for a hire car arranged by the **RAC** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** or **your driver** have points on **your** licence), and **you** choose to hire a car yourself, let the **RAC** know before **you** hire a car. Provided the **RAC** have agreed the cost, they will reimburse **you** up to £35 per day for up to 3 days for **claims** in the **domestic territory** and up to £125 per day for up to 14 days and up to a total of £1,500 for **claims** in **Europe**;

(4) Where the **RAC** arrange a hire car they will pay the insurance and collision damage waiver. This covers the cost of damage but **you** would still need to pay the excess. If **you** or **your driver** leave the hire car at a different location to the one arranged by the **RAC**, **you** will need to pay the hire car company any additional costs.

What is not covered

(1) The **RAC** will not provide any specific car type, model or accessories, including tow bars, or motorhomes, motorcycles or vans. The **RAC** will not provide breakdown cover for the hire car;

(2) It may be necessary to change vehicles when crossing a border, outside of the **domestic territory**, from one country to another, unless agreed with the **RAC** and permitted by the hire car provider; and

(3) Any cost of:

(a) delivery and collection of the hire car and any fuel used;

(b) fuel while using the hire car;

(c) a trailer to transport **your** motorcycle; or

(d) any insurance excess and additional costs.

Additional services provided by the RAC

If the **driver** requires additional services that are not covered under this **Breakdown and European Motoring Assistance**, the **RAC** may be able to arrange appropriate additional services at **your** or **your driver's** request for an additional cost. For example to:

(1) Purchase any parts necessary to complete a repair of **your vehicle**;

(2) Receive specialist services to complete a repair of **your vehicle**;

(3) Provide any other services that may be available for an additional cost.

The charge for any additional service provided or arranged by the **RAC** will be agreed with **you** or the **driver** when the service is requested and before any costs are incurred.

If any person requests a service that is not covered by Sections A to C, **you** will become liable for any costs relating to the service provided. To limit the risk of **you** having any unexpected costs, the **RAC** will ask for proof of identity of the person in question and, where possible, the **RAC** will charge the **driver** the costs of the service in advance.

Definition of words

Certain words in this policy have special meanings. These words and their meanings are stated below and apply wherever they are in bold type.

"Aviva"/"we" means Aviva Insurance Limited;

"breakdown"/"break down"/"broken down" means the **vehicle** is inoperative, is unsafe to drive and/or has ceased to function as a whole as a result of a mechanical or electrical failure including any failure of the battery, but not as a result of a **road traffic accident**, fire, flood, theft or act of vandalism. A component failure (e.g. air- conditioning failure) in itself does not constitute a breakdown unless it causes the **vehicle** to cease to function as a whole. Illumination of a **vehicle's** warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, **you** or **your driver** will need to make **their** own way to a place of repair and any break down cover under this **Breakdown and European Motoring Assistance** will not apply;

"Breakdown and European Motoring Assistance" means this document that is subject to the terms and conditions;

"caravan"/"trailer" means any caravan or trailer that complies with the following specifications:

Max Length (including tow bar)	Max Width	Max Height
7 metres (23ft)	2.55 metres (8ft 4in)	3.0 metres (9ft 8in)

"claim"/"call out" means any request for service or benefit or for cover under this **Breakdown and European Motoring Assistance**;

"**domestic territory**" means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey and the Isle of Man;
"driver"/"their"/"they" means any driver of a **vehicle** at the time a **breakdown** occurs who is authorised by **you** to be driving the **vehicle**;

"emergency service" means the police, fire, emergency medical service, the army or the highways agency traffic officer service;

"Europe" means Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding the Canary Islands, Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe;

"home" means the address within the **domestic territory** of **your** business premises or the address where **you** or **your driver** permanently live in the **domestic territory**;

"journey" means a holiday or trip in a **vehicle** to **Europe** which begins on departure from the **home** and ends on return to the **home**;

"market value" means the market value in the **domestic territory**, as reasonably determined by the **RAC** in accordance with published industry data (using Glass's Guide or other appropriate trade vehicle valuation guide(s)), of a **vehicle** based upon a vehicle of the equivalent age, make, recorded mileage and model as the **vehicle**;

"modified vehicle" means any **vehicle** that has been modified from the manufacturer's specifications;

"party" means the total number of persons (including the **driver**) travelling in the **vehicle** for the whole period of the **journey**;

"passengers" means the number of passengers allowed to travel in the **vehicle** as detailed on the Vehicle Registration Document;

"period of insurance" means the period from the **start date** to the expiry date, as shown on **the schedule**. Each renewal represents the start of a new period of insurance;

"premium" means the basis upon which services will be provided under this **Breakdown and European Motoring Assistance** charged by way of an insurance premium which is subject to Insurance Premium Tax (IPT) at the current rate;

"RAC" means RAC Motoring Services in respect of Section A and RAC Insurance Limited in respect of Sections B and C and each of its authorised agents;

"RAC contractor" means any person appointed by the RAC to provide **breakdown** assistance services on the **RAC's** behalf;

"RAC patrol" means a technician employed by the **RAC**;

"resident" means a person who has **their** main **home** in the **domestic territory**; **"road traffic accident"** means

1. for the purposes of Section C only, a traffic accident in **Europe** that immobilises the **vehicle**; and
2. for the purposes of all other Sections, a traffic accident involving a **vehicle** within the **domestic territory**;

"service provider" means any garage, breakdown/recovery company, repairer, car hire company and other third party service provider in **Europe**. These service providers are not checked or approved by **RAC** and do not act as agents for **RAC**. **RAC** cannot be held liable for acts or omissions of service providers;

"specialist equipment" means equipment that is not normally carried by **RAC patrols** or **RAC contractors** to complete repairs and recoveries in the event of a **breakdown** including, but not limited to, winching and specialist lifting equipment;

"**start date**" means the date that this policy begins as shown on **the schedule**;

"the schedule" means the document confirming **your Breakdown and European Motoring Assistance** agreement which contains important details about **your** cover and which must be read in conjunction with these terms and conditions;

"vehicle" means the vehicle shown on **the schedule** that is registered in the UK and has a maximum Gross Vehicle Weight of 7.5 tonnes. Motorcycles under 121cc and mobility scooters are not covered under **Breakdown and European Motoring Assistance**;

"**you**"/"**your**" means the company, business, person or persons named as the policyholder on **the schedule**;

Your Cover

SECTION A. Roadside and Recovery

Breakdown and European Motoring Assistance includes cover for Roadside, At Home and Recovery subject to the terms and conditions below.

What is covered

If **your vehicle** has **broken down** in the **domestic territory** during the **period of insurance**, the **RAC** will provide an **RAC patrol** or an **RAC contractor** to either:

(1) Repair the **vehicle** at the roadside; or

(2) If the **RAC** are unable to permanently repair the **vehicle** at the roadside (within a reasonable time), the **RAC** will decide, based upon the technical expertise of the **RAC** in **breakdown** situations, either to provide a temporary repair to the **broken down vehicle** at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination chosen by **you** or the **driver**. The **RAC** will only transport the **caravan** or **trailer** if the **vehicle** has **broken down**.

If the **RAC** transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination of **you** or the **driver's** choice, the **RAC** will either:

(1) Provide transport for the **driver** and **passengers**, of the **broken down vehicle** to that chosen destination. If more than five people require transportation, the **RAC** may need to provide transport in separate vehicles; or

(2) If the **driver** chooses for the **RAC** to transport the **vehicle** to a garage, the **RAC** will reimburse the **driver's** taxi fare for a taxi journey to a destination up to 20 miles from the garage for the **driver** and **passengers** of the **broken down vehicle** as long as this is agreed with the **RAC** in advance. In order to **claim** a reimbursement of the taxi fare, **you** must send the receipt for the taxi journey to the **RAC** at the breakdown customer care address shown above.

What is not covered

(1) Recovery that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;

(2) Recovery to more than one destination including a second recovery where the original recovery destination could not accept the **vehicle** due to their opening hours or other restrictions;

(3) The cost of any parts (including batteries) required by the **RAC** to repair the **vehicle**. If the **RAC patrol** or **RAC contractor** has the required parts **you** or the **driver** can purchase the relevant parts from the **RAC** for an additional charge. The parts must be paid for in full at the time of the **breakdown** and before the repair commences. The **RAC** will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under this **Breakdown and European Motoring Assistance;**

(4) Where a recovery is required due to a **breakdown** as a result of a problem with the tyre of the **vehicle** the **RAC** will not provide recovery over 10 miles where no serviceable spare tyre is carried by the **vehicle** or no suitable alternative (as recommended by the manufacturer) is available. The **RAC** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. This additional charge will be not less than £75 plus VAT;

(5) Any **vehicle** that is already at a garage or other place of repair.

(6) Any **breakdown** resulting from a fault where the **RAC** have previously provided **breakdown** cover for that fault and:

  (a) The **RAC** consider, acting reasonably, that the original fault, including faulty battery, has not been properly repaired or replaced, by a party other than the **RAC**;

  (b) The **RAC** can demonstrate that the recovery service is being used by **you** and/or the **driver** to avoid the cost of repairing the **vehicle**; or

  (c) The **RAC** advised **you** or any **driver** that they had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least, in full or in part, from a failure to carry to these other repairs.

SECTION B. Onward Travel

Breakdown and European Motoring Assistance includes cover for Onward Travel as set out in Section B.

What is covered

Onward Travel applies if a **vehicle** has **broken down** in the **domestic territory** during the **period of insurance** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, the **RAC** are unable to repair the **vehicle** in accordance with the cover under Section A. The **RAC** will provide the **driver** with one of the following benefits:

(1) Replacement car hire; or

(2) Alternative transport costs; or

(3) Hotel accommodation.

In order for **you** to claim reimbursement of payments made by **you** or a **driver** under Section B **you** or the **driver** must have proof that **you** or the **driver** have made such payment before the **RAC** reimburse **you** or the **driver**, for example a receipt or invoice relating to the payment. **You** must send such proof to the **RAC** at the breakdown customer care address shown above. All monetary values are inclusive of VAT.

Replacement car hire

What is covered

Please see Hire Car terms above.

Hire Cars must be arranged with the **RAC** within 24 hours of the time of **breakdown.**

Alternative transport

What is covered

If **you** or **your driver** would prefer to continue **your** journey by air, rail, taxi or public transport, the **RAC** will reimburse **you** for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

Hotel accommodation

What is covered

You may decide that waiting for the **vehicle** to be fixed is best for **you** or **your driver**. The **RAC** will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

Assistance in a medical emergency

What is covered

The **RAC** will also help if **your driver** or one of **your passengers** suddenly or unexpectedly falls ill and needs medical help before the end of **your** journey. The **RAC** will help **you**:

(1) book one night's bed and breakfast accommodation for **you** and **your passengers** if the hospital is more than 20 miles from home. The **RAC** will reimburse **you** up to £150 per person or £500 for the whole party; and

(2) arrange to get the patient home or to a local hospital as soon as they are fit to travel.

What is not covered

The **RAC** will not assist **you** where **your driver** or one of **your passengers** is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

SECTION C. European Motoring Assistance

Breakdown and European Motoring Assistance includes cover for European Motoring Assistance as set out in this Section C.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to current conditions in that country. For example strike action may delay or prevent the **RAC** service under this Section C. If this is the case, the **RAC** will not be liable for any losses that the **driver** may suffer as a result of the disruption or unavailability of the **RAC's** services. To obtain current information on conditions in the countries the **driver** is travelling to please refer to the Foreign and Commonwealth office website at:

https://www.gov.uk/government/organisations/foreign-commonwealth-office or email: TravelAdvicePublicEnquiries@fco.gov.uk

Limits of cover

The cover under Section C is subject to an aggregate overall limit of £2,500 per **claim**, apart from a **claim** under Section C3 where **your vehicle** requires a recovery to a single destination within the **domestic territory** where the **RAC** will cover a **claim** to an aggregate overall limit of £5,000 if **your vehicle** exceeds 3.5 tonnes Gross Vehicle Weight but remains subject to the stated limits of cover in respect of each type of cover.

This Section C provides cover for **journeys** during the term of **your** policy, but each **journey** is limited to a maximum of 90 days and each **journey** must fall within the **period of insurance**. The **RAC** will not provide cover for a **journey** if the **vehicle** will not return to the **domestic territory** within the **period of insurance**. If the end of any **journey** will be outside the **period of insurance**, **you** will need to renew the cover before the **driver** commences the **journey**. If however the **vehicle** is due to return to the **domestic territory** within the **period of insurance** but it is delayed due to a **road traffic accident** or **breakdown** that is covered by this Section C, the **RAC** will provide cover for that **journey**.

European Motoring Assistance

In the event that the **vehicle** has **broken down** or has been involved in a **road traffic accident**, the **RAC patrol**, **RAC contractor** or **service provider** that attends the **breakdown** or **road traffic accident** will carry out a preliminary fault diagnosis to confirm whether the **vehicle** can be repaired within 24 hours and, if not, whether:

(1) it can be repaired by the date that the **driver** originally planned to return to the **domestic territory**;

(2) it requires repatriation to the **domestic territory**; or

(3) where the total cost required to repair the **vehicle**, including any taxes, is greater than the UK **market value** of the **vehicle**. If the **vehicle** has **broken down** or had a **road traffic accident**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the **service provider** in the applicable country.

You or the **driver's** request for **breakdown** or **road traffic accident** assistance will act as authorisation for the **RAC** to arrange the fault diagnosis and determine the best course of action based upon the **RAC's** technical expertise in these situations.

The **RAC** will then discuss the preliminary fault diagnosis with **you** or the **driver** and determine which other benefits may be available under Section C as a result of the **claim**. For example, if the repairs cannot be completed within 24 hours, the **RAC** will discuss whether **you** or the **driver** would like the **RAC** to arrange transport to continue the **journey** to the original destination or arrange accommodation while the **driver** waits for the repair to be completed. These alternatives will be discussed with **you** or the **driver** at the outset so that the best course of action can be agreed. The **RAC** will have final say on the best course of action if this cannot be agreed.

If there is a change to the preliminary fault diagnosis at any time, the **RAC** will discuss this with **you** or the **driver** and determine if the benefits provided under this Section C should change as a result.

If the **vehicle** cannot be repaired by the date that the **driver** originally planned to return to the **domestic territory**, and it is agreed to repatriate the **vehicle**, the **driver** and the **party**, all other cover under this Section C will cease. This will also apply where the preliminary fault diagnosis changes and it is agreed to repatriate the **vehicle** and the **driver** and the **party**.

The **RAC** will pay the **RAC patrol**, **RAC contractor** or **service provider's** fees to carry out the preliminary fault diagnosis of the **vehicle**.

Important

Whilst the **RAC** will assist with the arrangements and progress of any workshop repairs, if requested by **you** or the **driver**, these repairs are not covered under this policy. Any information regarding the cost of repairs provided by the **RAC** is of an advisory nature only. The repairer will be working for **you** and the **driver** and the **RAC** have no legal responsibility to **you** or the **driver** for their efficiency or quality of the repairs.

SECTION C1: Roadside assistance in Europe

What is covered

If the **vehicle breaks down** or is involved in a **road traffic accident** in **Europe** during a **journey**, the **RAC** will send help to either:

(1) Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or

(2) If the **RAC** are unable to repair the **vehicle** at the roadside, they will:

  (a) recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;

  (b) pay for the initial fault diagnosis to find the next course of action;

  (c) contribute towards the garage labour charges up to £175;

  (d) help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and

  (e) relay any urgent messages from **you** or the **driver** to a contact of **your** choice.

What is not covered

(1) Repair costs, including garage labour charges:

  (a) if the **vehicle** was in a **road traffic accident**; or

  (b) if the **vehicle** repair costs will be more than its **market value**.

(2) The costs of any parts.

Note: By claiming under this Section C **you** are authorising the **RAC** and the garage to undertake fault diagnosis. Whilst the **RAC** do not consider the following as a **breakdown** they will assist with the following, but **you** are not entitled to benefits under any other section.

(a) Misfuelling If **you** or the **driver** put the wrong fuel in the **vehicle** the **RAC** will arrange to recover the **vehicle** and **passengers** to a local garage.

(b) Keys If **your** keys are locked in the **vehicle**, the **RAC** will attend and get them out if possible, but are not liable if damage is caused to the **vehicle** in doing so.

(c) Tyres If **you** or the **driver** need a replacement tyre, although this is not covered the **RAC** will attend and change the tyre if **you** have a spare or recover the **vehicle** and **passengers** to a local garage if the **vehicle** is manufactured without a spare.

SECTION C2: Onward travel in Europe

What is Covered

If the **vehicle** has a **breakdown** or a **road traffic accident** during a journey in **Europe** and the **RAC** establish that the repairs cannot be completed within 6 hours, the **RAC** will help **you** or **your driver** by making arrangements for the **passengers** to continue the **journey**. **You** or **your driver** can choose either:

(1) Alternative transport; or

(2) Additional accommodation expenses.

Alternative transport

What is Covered

(1) A hire car as a replacement until the **vehicle** has been repaired, up to £125 per day up to a maximum of £1,500 in total, or

(2) A standard class ticket up to £125 per person and a total of £500 for all **passengers** for travel by air, rail, taxi or public transport.

Additional accommodation expenses

What is Covered

The **RAC** will arrange and pay for additional accommodation expenses if **you** or **your driver** are unable to use pre-arranged accommodation up to £30 per person per day up to a maximum of £1,500 for all **passengers**.

What is not covered

Accommodation where **you** or **your driver** have suitable alternative accommodation **they** can use. Cover under this section will stop once:

(1) the **vehicle** has been repaired to a roadworthy condition; or

(2) the decision to bring the **vehicle home** is made by the **RAC** or **Aviva**; or

(3) the **RAC** establish that the repair costs to the **vehicle** exceed its **market value**.

Once **you** or **your driver** are notified of cover ending, if **you** have a hire car, **you** must return it to the place agreed with the **RAC** within 24 hours. **You** can keep the hire car for longer if **you** agree this with the **RAC** first and pay for it.

Getting your passengers home

The **RAC** will provide alternative transport as above to get the **passengers** back home if:

(1) the **vehicle** is brought back **home**; or

(2) the **RAC** establish that the repair costs to the **vehicle** exceed its **market value**.

SECTION C3: Getting the vehicle home

What is covered

If a **service provider** attends a **breakdown** or a **road traffic accident** in **Europe** under Section C and the **vehicle** cannot be repaired before **your** planned return to the **domestic territory**, the **RAC** will arrange and pay for:

(1) Recovery of the **vehicle** to a single destination of **your** or the **driver's** choice within the **domestic territory**; and

(2) Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **domestic territory**; or

(3) If the **vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;

(4) If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, the **RAC** will pay the cost of the import duty;

(5) Reimbursement for a hire car in the UK once the **RAC** have brought **passengers home** under Section C2 until the **vehicle** is brought back to the **domestic territory**, up to £750.

The **RAC** will take the **passengers** in the **vehicle home** under Section C2 (Onward travel in Europe).

It is the **RAC's** decision whether to get **your broken down vehicle home** or have it repaired locally. The **RAC** will follow **Aviva's** decision whether to get the **vehicle home** or have it repaired locally following a **road traffic accident** covered by **your** motor insurance.

What is not covered

(1) Any costs:

(a) where the total cost required to repair the **vehicle**, including any taxes, is greater than the UK **market value** of the **vehicle**. If the **vehicle** has **broken down** or had a **road traffic accident**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the **service provider** in the applicable country;

(b) covered under **your** motor insurance;

(c) relating to storage once **you** have been notified that the **vehicle** is ready to collect; or

(d) incurred as a result of actions or omissions of **your** motor insurers;

(2) The **RAC** will not take the **vehicle** back **home** if:
  (a) the **vehicle** is roadworthy; or
  (b) a customs officer or other official finds any contents in the **vehicle** that are not legal in that country;
(3) Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
(4) Costs of fuel, insurance or meals;
(5) Costs under this section over the amount set out above, so if **you** want the **RAC** to bring the **vehicle home** and the costs of bringing the **vehicle home** exceed this amount **you** will need to pay any costs above **your** level of cover before the **RAC** make arrangements.

Important

- Following authorisation by the **RAC**, it can take up to 14 working days for the **vehicle** to be delivered back to the **domestic territory**. At busy times and from some countries it may take longer.
- If the **RAC** do not bring the **vehicle** back to the **domestic territory**, **you** will have 10 weeks in which to advise the **RAC** of how **you** wish to recover or dispose of it. If **you** do not contact the **RAC** within 10 weeks they will dispose of it at **your** cost.

SECTION C4: Vehicle break-in emergency repairs

Before claiming under this Section **you** must report the break-in to the police within 24 hours in order to obtain a written report.

What is covered

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown** the **RAC** will reimburse **you**, up to £175, for:

(1) immediate emergency costs incurred in order to continue **your journey**: or
(2) the costs of recovering the **vehicle** to a local repairer to ensure the **vehicle** is secure and roadworthy.

What is not covered

(1) The cost of any parts;
(2) Any benefits under any other section of this **policy**.

SECTION C5: Replacement Driver

What is covered

Although this is not covered as a **breakdown** under this **policy**, if **you** or **your driver** suddenly or unexpectedly fall ill during **your journey** in **Europe**, meaning **they** are unable to drive, the **RAC** will provide a replacement driver to allow **you** and/or the **driver** to continue the **journey** or return **home**. The **RAC** will require written confirmation from the treating hospital or medical expert that **you** or **your driver** are unable to drive.

What is not covered

(1) The **RAC** will not provide this benefit if there is another qualified driver who is a **passenger** and who is fit and legally able to drive the **vehicle**;
(2) Any benefits under any other section of this **Breakdown and European Motoring Assistance**.

Conditions to Section C

In addition to the general conditions, the following conditions apply to Section C. If **you** and/or any **driver** does not comply with these conditions the **RAC** may not be able to provide cover under Section C.

(1) **You** and the **driver** must make sure the **vehicle**, (including any **caravan** or **trailer** attached to it) meets all relevant laws of the countries visited during a **journey**. This particularly includes weight limits for towing;
(2) The **RAC** will require **your** or the **driver's** credit card details if they arrange a service for the **driver** which is not covered by this **Breakdown and European Motoring Assistance** or if it exceeds the limit set for each benefit;
(3) Exchange rate: Any costs that are incurred directly by the **RAC** in a currency other than GBP will be converted to GBP at the exchange rate used by the **RAC** at the time. Any costs that are incurred by **you** or the **driver** in a currency other than GBP and which are recoverable from the **RAC** under Section C will be converted to GBP at the exchange rate used by **your** or the **driver's** credit card provider (in the case of card payments) or used by the **RAC** at the time **you** present the **claim** (in the case of cash payments); and
(4) The **vehicle** must be maintained in accordance with the manufacturer's recommended service standards.

Exclusions to Section C

In addition to the general exclusions, the following exclusions apply to Section C:

(1) If **you** or the **driver** fails to contact the **RAC** within 24 hours of becoming aware of the **breakdown** the **RAC** may refuse to provide cover in relation to the **breakdown**;
(2) Any costs which **you** or the **driver** or **passengers** would have had to pay if the **breakdown** or **road traffic accident** (as applicable) had not occurred;
(3) Any **breakdown** or **road traffic accident** caused directly or indirectly by the overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
(4) Any personal belongings, valuables, luggage, goods, vehicles or boats in or on a **vehicle**. **You** or the **driver** are responsible for the care of these items at all times;

(5) Any **breakdown** or **road traffic accident** caused directly or indirectly by:
  (a) Running out of oil or water;
  (b) Frost damage; or
  (c) Rust or corrosion

(6) Any **claim** which **you** or the **driver** could make under any other insurance policy. If the value of the **claim** is more than the amount **you** or the **driver** can get from any other insurance the **RAC** will pay the difference. If the **RAC** do make a payment it will not be more than the appropriate benefit limit under Section C;

(7) If the **breakdown** or **road traffic accident** is caused by flooding brought about by adverse weather the **RAC** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be at **your** or the **driver's** cost, or must be referred to **Aviva**;

(8) Any travel outside the **domestic territory** and **Europe**;

(9) Routine servicing of the **vehicle**, replacing tyres, replacing windows, replacement of missing or broken keys*. The **RAC** may be able to arrange for the provision of these services but **you** or the **driver** must pay for any costs incurred;

  * Keys which are locked inside the **vehicle** are covered and the **RAC** can arrange for a **service provider** to attend. However, any damage which may occur in trying to retrieve the keys will be at **your** or **your driver's** risk and the **driver** must pay for any costs incurred.

  If the **vehicle breaks down** as a result of a problem with its tyre, the **RAC** will provide assistance to change the tyre using a serviceable spare tyre carried by the **vehicle**. If the **vehicle** doesn't have a serviceable spare tyre, General exclusion 13b(i) will apply.

(10) Where the **vehicle** is not provided with a spare tyre the **RAC** will recover the **vehicle** to a local repairer;

(11) The cost of any transportation, accommodation or care of any animal;

(12) If **you** or the **driver** delays repairs to the **vehicle** for whatever reason, any costs that the **RAC** consider (acting reasonably) would not have been incurred under this Section if **you** or the **driver** had not delayed repair; and

(13) Any costs that are not arranged through the **RAC** or arranged by them.

General conditions

The following conditions apply to all Sections of this **Breakdown and European Motoring Assistance**. If **you** or any **driver** does not comply with these conditions the **RAC** may not be able to provide cover under **Breakdown and European Motoring Assistance** and this **Breakdown and European Motoring Assistance** may be cancelled**.**

(1) **You** must pay the **premium** and any applicable taxes by the due date set out in **the schedule**.

(2) Any **claim** for a reimbursement of payments made must be accompanied by proof that such payment has been made before the **RAC** will reimburse **you**, for example a receipt or invoice relating to the payment;

(3) The **vehicle** must be registered at **your home.**

(4) A **driver** that can legally drive the **vehicle** and is willing to drive the **vehicle** must be with the **vehicle** at the time of the **breakdown** and when the **RAC patrol** or **RAC contractor** arrives at the **breakdown**. If **they** are not, the **RAC** will not provide any service related to the **breakdown**;

(5) If the **RAC** provide an onward transportation service of **passengers** of a **vehicle**, anyone under the age of 16 must be accompanied by someone who is 17 or over;

(6) If the **RAC** provide an onward transportation service for the **driver** and the **passengers** of a **vehicle**, any animals that were in the **vehicle** can only be transported in the **vehicle** at **your** or the **driver's** own risk. The **RAC** will not transport animals in the recovery vehicle and they will not be liable for or insure any animal during any onward transportation, however any guide dogs will be transported with their owners;

(7) The **RAC** will attend a **breakdown** at the **driver's** request in good faith. By making a request for service under the terms of this **Breakdown and European Motoring Assistance you** or the **driver** confirm that the **driver** and the **vehicle** comply with all legal requirements;

(8) Each **driver** must be authorised by **you** to be driving the **vehicle**. If not, the **RAC** will not be able to provide any service related to the **breakdown**; and

(9) The **driver** must be able to prove the **vehicle's** eligibility by producing **the schedule** and/or the Certificate of Motor Insurance applicable to the **vehicle** they are driving;

Upon request from the **RAC**, **you** or the **driver** must provide the **RAC** with proof that the **vehicle** complies with any of the above conditions and allow the **RAC** to examine the **vehicle** to confirm whether it is in a legal or roadworthy condition, at any time. If **you** or the **driver** is unable to provide the **RAC** with such proof, if **you** or the **driver** does not allow the **RAC** to examine the **vehicle** or the **RAC** consider (acting reasonably) that a **vehicle** is not in a legal or roadworthy condition for any other reason, the **RAC** reserve the right to refuse to provide any service under this **Breakdown and European Motoring Assistance** relating to that **vehicle**. This means the **claim** may be declined.

You or the **driver** must also tell the **RAC** if **they** are aware of any mechanical, electrical or other defect or problem with a **vehicle** which may cause it to **break down**.

General exclusions

The following exclusions apply to all Sections of this **Breakdown and European Motoring Assistance**. **Breakdown and European Motoring Assistance** does not cover:

(1) Attendance following a **road traffic accident** in the **domestic territory**. If a **driver** has had a **road traffic accident** in the **domestic territory** and would like the **RAC** to recover the **vehicle** they will be able to assist for an additional charge;

(2) Attendance following fire, flood (in the **domestic territory**), theft, act of vandalism or any other incident covered by any policy of motor insurance. If **you** or a **driver** would like the **RAC** to recover the **vehicle** following one of these incidents they will be able to assist for an additional charge;

(3) Assistance in a medical emergency;

(4) Any **vehicle** that is already at a garage or other place of repair;

(5) Servicing or assembly of a **vehicle;**

(6) **Vehicles** which have **broken down** as a result of mis-fuelling. The **RAC** will not repair the **vehicle** including but not limited to draining or removing the fuel under this **Breakdown and European Motoring Assistance**. The **RAC** may be able to drain and remove the fuel for an additional cost. The **RAC** will only recover the **vehicle** to a garage (within 10 miles of the **breakdown** in the **domestic territory**). The **RAC** may be able to repair the **vehicle** and/or arrange a recovery of the **vehicle** to another location which will be for an additional cost;

(7) **Vehicles** which have **broken down** on land to which **you** or a **driver** or the **RAC** do not have permission to access;

(8) **Vehicles** which have **broken down** as a result of taking part in any motorsport, motor racing, rallies, runs, timed events or other competitive events (including, without limitation, rallies or stock car racing) or activities which take place off the public highway and is not subject to the normal rules of the public highway. **Vehicles** participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded;

(9) **Vehicles** being demonstrated or delivered under trade plates;

(10) The transportation of any **vehicle** which the **RAC patrol** or **RAC contractor** considers is loaded over its legal limit;

(11) The cost of **specialist equipment** for any reason (including safely lifting a **modified vehicle**). The **RAC** may be able to arrange breakdown and recovery services with **specialist equipment** if needed for an additional charge; All cost of such services will be payable in advance direct to the **RAC, RAC patrol** or **RAC contractor;**

(12) Transportation of any horses or livestock;

(13) Any costs:

(a) incurred without the prior consent of the RAC. All requests for service must be made directly to the RAC.

(b) (i) relating to repairs of wheels and tyres and costs relating to any vehicle not carrying a serviceable spare tyre and wheel and of sourcing it;

(ii) The cost of towing the vehicle if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for the driver to reach a garage to get the tyre replaced;

(c) relating to a driver having failed to carry or having misused any equipment provided by the vehicle manufacturer for the purposes of removing the vehicle's spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;

(d) relating to repairs to or replacement of glass in the vehicle. The RAC will arrange the recovery of the vehicle to a nearby garage for assistance but they will not pay for any replacement glass or pay for the fitting if any glass. You or the driver will have to pay for any work carried out on the vehicle. The RAC may be able to arrange the recovery of the vehicle to another location for an additional charge;

(e) relating to the keys to a vehicle being lost, stolen, broken or locked in the vehicle. The RAC may be able arrange for a locksmith to attend the vehicle in these circumstances for an additional charge. The RAC will only arrange the recovery of the vehicle to a nearby garage for assistance and you or the driver will have to pay for any work carried out on the vehicle. The RAC may be able to arrange the recovery of the vehicle to another location for an additional charge;

(f) for vehicle storage charges unless otherwise expressly included in the relevant Section; or

(g) for ferry crossings and/or toll fees of a vehicle to enable a successful recovery of the vehicle under this Breakdown and European Motoring Assistance and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;

(14) Any losses that are not directly associated with the **breakdown** or the incident in relation to which a **claim** is made under this **Breakdown and European Motoring Assistance**. For example, loss of earnings due to the **RAC** being unable to repair the **vehicle** at the roadside, losses caused by delay in the **RAC** (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any claim **you** or a **driver** may have for death or personal injury);

(15) Any service under this **Breakdown and European Motoring Assistance** if the **RAC** are prevented from doing so in circumstances beyond their reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances the **RAC** will take steps to prevent or minimise the effects of such circumstances on their services;

(16) In the event of involvement of an **emergency service**, the **RAC** will not remove the **vehicle** until all **emergency services** concerned have provided them with authorisation. If the **emergency services** insist on the removal of the **vehicle** by anyone other than the **RAC**, they will not meet the cost of the removal; or

(17) Any **claim** caused directly or indirectly by the **driver** being affected by intoxicating liquors or drugs.

Cancelling this Policy

(1) **You** may cancel this **Breakdown and European Motoring Assistance** at any time after the date **Aviva** have received the **premium** by providing seven days notice in writing.

(2) If there is a default under **your Aviva** credit agreement which finances this **Breakdown and European Motoring Assistance we** may cancel this policy by providing notice in writing to **you** in accordance with the default termination provisions set out in **your Aviva** credit agreement.

If **your Breakdown and European Motoring Assistance** is cancelled under (1) or (2) above and provided that there have been no:

(a) **claim(s)** made under the **Breakdown and European Motoring Assistance** for which the **RAC** have made a payment

(b) **claim(s)** made under the **Breakdown and European Motoring Assistance** which are still under consideration

(c) incident(s) which **you** are aware of and are likely to give rise to a **claim** which has already been or is yet to be reported to the **RAC**

during the current **period of insurance Aviva** may, at their discretion, refund to **you** a proportionate part of the **premium** paid for the unexpired period.

(3) Where there is no **Aviva** credit agreement to finance this **Breakdown and European Motoring Assistance**, **Aviva** will cancel this **Breakdown and European Motoring Assistance** from the **start date** if the **premium** has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by **Aviva** to **your** last known address.

(4) **Aviva** may also cancel this **Breakdown and European Motoring Assistance** at any time by sending not less than seven days notice in writing to **your** last known address.

Aviva will refund a proportionate part of the **premium** for the unexpired period provided that there have been no:

(a) **claim(s)** made under the **Breakdown and European Motoring Assistance** for which the **RAC** have made a payment

(b) **claim(s)** made under the **Breakdown and European Motoring Assistance** which are still under consideration

(c) incident(s) which **you** are aware of and are likely to give rise to a **claim** which has already been or is yet to be reported to the **RAC**

during the current **period of insurance**.

To cancel, please contact **Aviva**.

Misuse of Breakdown and European Motoring Assistance from Aviva

You and any **driver** must not:

(1) Behave inappropriately towards any representative of the **RAC** by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or

(2) Misuse **Breakdown and European Motoring Assistance**, including but not limited to, any of the following:

  (a) persuading or attempting to persuade any representative of the **RAC** into a dishonest or illegal act;

  (b) false or fraudulent actions or dishonesty or any act or omission which is wilful or unlawful;

  (c) omitting to tell the **RAC** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under this **Breakdown and European Motoring Assistance**;

  (d) providing false information in order to obtain a service that would not otherwise be covered under this **Breakdown and European Motoring Assistance**;

  (e) knowingly allow, or not take reasonable care to prevent, someone not covered by this **Breakdown and European Motoring Assistance** attempting to obtain a service under this **Breakdown and European Motoring Assistance**; or

  (f) paying for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

In the event that this condition is not complied with, the **RAC** will contact **you** to discuss the concerns of the **RAC** and if the concerns are not dealt with within a reasonable time or cannot be dealt with the **RAC** reserve the right to:

(1) Refuse to provide any services to **you** or the **driver** under this **Breakdown and European Motoring Assistance** with immediate effect; and

(2) Immediately cancel this **Breakdown and European Motoring Assistance** in accordance the cancellation provisions.

Aviva or **RAC** will notify **you** in writing in the event that they decide to take any action outlined above.

If any **claim** is found to be fraudulent in any way this **Breakdown and European Motoring Assistance** from **Aviva** will be cancelled immediately and the fraudulent **claim** forfeited and the **RAC** may also take any of the additional steps as set out above.

Complaints procedure

The **RAC** are committed to providing **you** with the highest standard of service and customer care. However, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected.

If **you** would like to complain about any aspect of the service the **RAC** have provided to **you** under this **Breakdown and European Motoring Assistance** from **Aviva** cover please contact the **RAC** as set out below.

Please bring the complaint to the attention of the **RAC** as soon as **you** can as this will assist them and **you** to resolve the complaint as quickly as possible.

If **you** are dissatisfied with any aspect of the breakdown services provided:

(1) Call the **RAC** customer care number on:
0330 159 0360; or

(2) Write to the **RAC** at:
Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke Bristol BS32 4QN; or

(3) Email the **RAC** at:
breakdowncustomercare@rac.co.uk

If **you** contact the **RAC** in writing, by calling or by email please provide **your** full name, contact telephone number, policy number and, where applicable, the **vehicle** registration number.

If **you** have a complaint about anything else, **you** can write to **Aviva** at Customer Relations, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR, or telephone **Aviva** on **0345 030 6922**, whichever suits **you** and ask **your** contact to review the problem.

Aviva will acknowledge **your** complaint promptly. If **Aviva** can't fully investigate and respond to **your** complaint within 10 working days, **Aviva** will let **you** know their expected response date.

Financial Ombudsman Service

In the event that we cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

Telephone: **0800 023 4567 or 0300 123 9 123***

The Financial Ombudsman Service
Exchange Tower London
E14 9SR

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with us. If **your** complaint relates to the provision of services by us, **you** will not be able refer **your** complaint to the Financial Ombudsman Service.

Using this complaints procedure will not affect **your** legal rights.
* Call charges may apply. Please check with your telephone provider.

Financial Services Compensation Scheme

RAC Insurance Limited (in relation to Sections B and C) are covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant Sections of cover, **you** may be entitled to compensation from the FSCS. This depends on the circumstances of the **claim**.

Further information about FSCS arrangements is available from the FSCS website **www.fscs.org.uk**, by telephone on **0800 678 1000** or **0207 741 4100** or by writing to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

The cover provided by RAC Motoring Services under Sections A and B of this **Breakdown and European Motoring Assistance** is not covered by the FSCS.

Breakdown cover provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Ltd (Registered No 2355834). Registered in England and Wales; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



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