

Private Car

**Important changes to your policy
cover you need to know about
before you renew.**

Please read carefully.



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What is this booklet?

This notice tells you about changes to your policy which will take effect from your renewal date as shown on your schedule. Please ensure you read the changes carefully (together with your policy booklet), as they will form part of your contract of insurance and keep them together with your other policy documents.

It also reminds you of the optional additional covers associated with this product.

Optional additional covers associated with this product

Please check your schedule to see which, if any, of the below optional additional covers apply to your policy and ensure that they continue to meet your needs. These can be removed by contacting your insurance adviser.

- Protected no claim discount
- Enhanced courtesy car
- Private Car Gold (UK motor breakdown cover)

Your Aviva policy

This section has been renamed 'Welcome. We've got you covered' and within the section we have renamed the table 'Our administration fees'. This is now referred to as 'Our administration and cancellation fees and charges' but there are no changes to the information within the table.

Definitions

We have added a new definition of 'Advanced driver assistance systems (ADAS)', this reads as follows:

Advanced driver assistance systems (ADAS)

Electronic systems fitted to **your car** designed to assist with safety, the control and/or driving of **your car**.

We have added a new definition of 'Computer system(s)', this reads as follows:

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.

We have added a new definition of 'Cyber Act', this reads as follows:

Cyber Act

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

We have added a new definition of 'Data', this reads as follows:

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.

We have added a new definition of 'Electric vehicle', this reads as follows:

Electric vehicle

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

We have amended the definition of 'Market value' this now reads as follows:

Market value

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

We have renamed the definition of 'Your partner', to 'Partner', this now reads as follows:

Partner

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

We have renamed the definition of 'Person insured', to 'Persons insured', this now reads as follows:

Persons insured

You/policyholder

The policyholder named in your schedule.

Named driver

Person nominated by the **policyholder** as being a user (but not the main user) of **your car** as described in your schedule, providing the **certificate of motor insurance** allows that person to drive **your car**. (Named drivers are not entitled to benefits provided under 'Section 2 – Driving other cars').

We have added a new definition of 'Software', this reads as follows:

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.

Section 1 – Loss of or damage your car

We have made the following changes and clarifications:

- We no longer provide cover for spare parts or components that are not affixed to your car - this is a reduction in cover.
- We have added cover for electric vehicle charging equipment – this is an increase in cover.
- We have clarified that when we repair your car, we will fix ADAS defects and errors.
- We have added a Drink/Drug driving condition which is printed in a yellow information box.

This section of your policy booklet now reads as follows:

Section 1 – Loss of or damage to your car

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

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

The same cover also applies to accessories for **your car**, and electric vehicle charging equipment while these are in or on **your car** or while in your private garage.

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

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



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

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



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

Within Section 1 – Loss of or damage to your car, we have clarified the cover under the sub section ‘Vehicle recovery and journey continuation’ and added an additional option which provides up to £150 for overnight accommodation or public transport following a claim under this section. This is an increase in cover and the section now reads as follows:

Vehicle recovery and journey continuation

Following an incident in the **territorial limits**, **we** will arrange to get **your car** to one of our **approved repairers**.

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

For incidents which occur in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, **we** will also arrange to get the driver and passengers home or to their intended destination, or **we** will pay up to £150 for overnight accommodation or public transport. **You** will need to produce receipts to claim.



What if my car is on finance?

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

Within Section 1 – Loss of or damage to your car, we have introduced a table to confirm the benefits of using an Aviva approved repairer following a claim. This is clarification of cover, and the table is displayed as follows:

What are the benefits of using our approved repairer?

Aviva provided benefit	Approved Repairer	Non-Approved Repairer*
Repair guarantee	✓	X
Reduced customer involvement prior to repair start date	✓	X
Aviva collection and return of your car	✓	X
Courtesy car for repair duration	✓	X

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

Repair estimate

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

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

Within Section 1 – Loss of or damage to your car, we have amended the cover under the sub section 'New car replacement'. This cover is only available if you or your partner are the first registered keepers of your car, subject to the other terms and conditions of the section. This is a decrease in cover and the section now reads as follows:

New car replacement

We will replace **your car** with one of the same make, model and specification (providing one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if **you** or your **partner** are the first registered keepers, and within 12 months of buying it from new:

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

We will only replace **your car** if **you** or your **partner** purchased it:

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



Important note

- New car replacement does not extend to cars sold as 'Ex-demonstrators' or 'Nearly new'.
- If the qualifying criteria set out above are not met, or **you** do not wish **us** to replace **your car** with a new car of the same make, model and specification, the most **we** will pay will be the **market value** of **your car**.

Within Section 1 – Loss of or damage to your car, we have amended the cover under the sub section 'Repair guarantee'. We will now provide the guarantee for as long as you own your car, subject to the other terms and conditions of the section. This is an increase in cover and the section now reads as follows:

Repair guarantee

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



Exclusion to Repair guarantee

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

Section 2 – Your liability

We have added a new exclusion to Section 2 – Your liability, around keeping to the terms and conditions of the policy. The exclusion reads as follows:

- any claim if any **persons insured** under this section does not keep to the terms and conditions of this policy.

Section 8 – Glass

We have added wording to the Important note box within Section 8 – Glass, that clarifies the requirement to get any windscreen dependant ADAS repaired or recalibrated as part of your glass claim. This reads as follows:



Important note

- You must telephone our motor claims helpline on **0800 678 999** before any work is carried out. **We** will direct **you** to our **approved repairer**.
- A courtesy car will not be provided if **you** are making a claim solely under this section.
- It is important to get any windscreen dependant **ADAS** (such as autonomous emergency braking, adaptive headlights, lane departure and traffic sign recognition) repaired or recalibrated as part of your glass claim.

Section 9 – Continental use

We have made the following changes and clarifications:

- We have clarified that visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man should be of a temporary nature, not exceeding 90 days in any one trip, and not exceeding a total of six months in any period of insurance.
- We have confirmed that your certificate of motor insurance provides sufficient evidence for travel in the territorial limits.
- We have also clarified that we will no longer consider requests for travel outside of the territorial limits.

This section of your policy booklet now reads as follows:

Section 9 - Continental use

This policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

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

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

- **your car** normally being kept in Great Britain or the Isle of Man; or.
- use of **your car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 90 days in any one trip, and not exceeding a total of six months in any **period of insurance**.

Cover includes:

- transit between countries listed in the **territorial limits** (including transit to and from the **territorial limits**);
- reimbursement of any customs duty **you** may have to pay on **your car** after its temporary importation into any country within the **territorial limits**, subject to your liability arising as a direct result of any loss of or damage to **your car** which is covered under 'Section 1 - Loss of or damage to your car'.
- general Average contributions, Salvage, Sue and Labour charges whilst **your car** is being transported by sea between any countries listed in this Section (including transportation to and from the **territorial limits**) provided that loss of or damage to **your car** is covered under 'Section 1 - Loss of or damage to your car'.



Important note

Although the UK is no longer part of the European Union, your **certificate of motor insurance** provides sufficient evidence for travel in the **territorial limits**.

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

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

Section 14 – Electric vehicle out of charge recovery

We have added a new section which provides cover, subject to the terms and conditions, for electric vehicles that run out of charge. This is an increase in cover and the section reads as follows:

Section 14 – Electric vehicle out of charge recovery

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

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

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

Exclusions to Section 14



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

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

Section 15 – Electric vehicle charging point cover

We have added a new section which provides cover, subject to the terms and conditions, for electric vehicle charging points used to charge your car at your property. There is an additional defined term of 'your property', which only applies to Section 15. This is an increase in cover and the section reads as follows:

Section 15 – Electric vehicle charging point cover

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

Your property

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

These must all be at the address shown on your schedule

We will not cover:

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

What is covered?

Electric vehicle charging points used to charge **your car** at **your property** are covered for electrical emergency and breakdown of the domestic electrical wiring between the fuse box and the charging point, which cause loss of use of the charging point.

Examples of claims covered

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

Claims process and limit

To make a claim under this section, please call **0345 030 7616**. Work will be carried out by an approved engineer, authorised by Homeserve.

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

Electric vehicle charging point is beyond economical repair

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

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

Exclusions to Section 15



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

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

General Exclusions

We have amended the first General exclusion to confirm we will provide cover if your car is being used for voluntary work. This reads as follows:

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

We have added additional General exclusions, and these read as follows:

- Any accident, injury, loss or damage which happened whilst **you** or any **persons insured** to drive **your car** as named on your **certificate of motor insurance** was driving **your car** and was arrested and charged with:
 - being over the legal limit for alcohol or drugs
 - driving whilst unfit through alcohol or drugs, whether prescribed or otherwise
 - failing to provide a sample of breath, blood or urine when required to do so, without lawful reason

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

- Any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any **Cyber Act** except to the extent that **we** must provide cover under the Road Traffic Acts.
- Any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** except to the extent that **we** must provide cover under the Road Traffic Acts.



Been involved in an accident?

- Please report all accidents to us immediately on **0800 678 999** so we can tell you what to do next and help resolve any claim
- If you receive any contact from another party in relation to your claim, please re-direct this to us and we will handle it on your behalf

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