

Please read and keep safe



Your Van Policy

Important

Please report all incidents to us as soon as possible on **0800 678 999** so we can tell you what to do next and help resolve any claim.

For general queries or to make changes to your policy, please contact your insurance adviser.



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Welcome. We've got you covered

Thank you for choosing to insure with Aviva. This policy forms part of your legal contract with **us** and defines exactly what **you** are covered against. Please refer to your schedule for confirmation of the level of cover **you** have chosen.



Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to questions **we** ask when **you** take out, make changes to and renew your policy.

Our administration and cancellation fees and charges

We apply administration and cancellation fees under certain circumstances if **we** or **you** change or cancel your cover, as shown below:

Scenarios	Fee
We , or you cancel within the 14 day cooling off period (before cover has started)	No fee
We , or you cancel within the 14 day cooling off period (after cover has started)	No fee
We , or you cancel after the 14 day cooling off period has ended	£25.00*
You make a change to your policy	£10.00*

*plus Insurance Premium Tax at the appropriate rate.

The contract of insurance

The following elements form the contract of insurance between the **policyholder** (who acts on behalf of himself/herself and each **person insured**) and **us**:

Please read them and keep them in a safe place.

- your policy booklet (and any changes **we** tell **you** about at renewal);
- information contained on your application and/or statement of fact document as issued by **us**;
- your schedule – including any clauses (changes to the terms in this policy booklet) shown on it;
- **certificate of motor insurance**;
- information under the heading “Important Information” which **we** give **you** when **you** take out or renew your policy.

Each renewal of the policy represents a new contract of insurance. In return for payment of the premium **we** will insure **you** in the event of an incident listed in this policy booklet, provided **you** comply with the terms.

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 your insurance adviser.

Your cancellation rights

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

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

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover.

To cancel, please contact your insurance adviser.

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

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

Use of language

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

Telephone call charges and recording

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

Choice of law

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

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

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk.

Optional extras

- Breakdown Assistance
- Replacement Van Cover



These optional extras are available subject to the payment of additional premiums. Please contact your insurance adviser who will talk **you** through the detail.

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

Need to make a claim?

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

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

Let **us** know as soon as **you** can by calling **us** on **0800 678 999**. The sooner **you** tell **us** what's happened, the sooner **we** can help **you** and any third party. This helps **us** keep prices lower for **you** and all our customers. Our claims service is available 24/7, every day of the year.

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

We'll arrange:

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

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

If you have a broken or chipped windscreen:

We'll arrange for the glass to be repaired or replaced by one of our suppliers (only available with Comprehensive cover).

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

We'll arrange:

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

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

*Excesses and policy limits apply.

Definitions

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

Advanced Driver Assistance Systems (ADAS)

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

Approved repairer

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

Automated vehicle

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

Certificate of motor insurance

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

Computer system(s)

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

Cyber Act

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

Data

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

Electric vehicle

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

Fire

Fire, self-ignition, lightning and explosion.

Market value

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

Partner

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

Period of insurance

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

Persons insured

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 vehicle** as described in your schedule, providing the **certificate of motor insurance** allows that person to drive **your 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.

Territorial limits

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

Theft

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

Track day

Any event, organised or not, or location where vehicles are permitted to drive on any course, or track, which is free from traffic regulations.

Trailer

Any drawbar trailer or semi-trailer.

We, us

Aviva Insurance Limited and any representative appointed by us to act on our behalf.

Your vehicle

Any motor vehicle not exceeding 3.5 tonnes gross vehicle weight described in your schedule and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle has been delivered in accordance with the Road Traffic Acts and remains effective.

Any motor vehicle not exceeding 3.5 tonnes gross vehicle weight loaned to a permitted driver as shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy (applicable to Comprehensive cover only).

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

Please note: This weight limit increases to 4.25 tonnes if **your vehicle** is an **electric vehicle**.

Key



These boxes highlight information we want to particularly draw your attention to



These boxes give you additional helpful information



These boxes highlight what your policy does not cover

Section 1 – Loss of or damage to your vehicle

Loss of or damage to your vehicle

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

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

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

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

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



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

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



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

Vehicle recovery and journey continuation

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

We will deliver **your vehicle** 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 Republic of 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 I want to use a garage of my choice?

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

What are the benefits of using our approved repairers?

Aviva provided benefit	Approved Repairer	Non-Approved Repairer*
Repair guarantee	✓	X
Reduced customer involvement prior to repair start date	✓	X
Aviva collection and return of your vehicle	✓	X
Replacement vehicle for repair duration (providing the cover is shown on your schedule)	✓	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 vehicle** to be moved to our **approved repairer**.
- Give **us** an itemised estimate from another repairer.

New vehicle replacement

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

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

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

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



Important note

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

Repair guarantee

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

Excesses

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

- An excess will apply to most claims.
- The excess applicable to accidental damage, **fire** and **theft** claims is £150.
- An additional accidental damage excess of £300 will apply if the driver of **your vehicle** is aged 17 to 20.
- An additional accidental damage excess of £200 will apply if the driver of **your vehicle** is aged 21 to 24.
- Your schedule will show the excesses **you** will have to pay towards any claim. If more than one excess applies to your claim, the excesses will be added together.
- If **you** are hit by an uninsured driver and provide **us** with the other driver's name, contact details and their vehicle registration number, **we** will refund any excess **you** have paid. This only applies where the driver of **your vehicle** is not at fault.



What if my vehicle is on finance?

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

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

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

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

Exclusions to Section 1



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

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

Section 2 – Your liability

Your liability

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

- another person's death or injury
- damage to another person's property (up to a maximum amount of £20,000,000 plus a maximum amount of £5,000,000 to cover any claimant's costs and expenses).



Important note

If **your vehicle** is carrying any of these high category hazardous goods or being used or driven at any of these hazardous locations, the amount **we** will pay for damage to another person's property will be limited to £1,200,000 or such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.

High Category Hazardous Goods

Any substance within the following United Nations Hazard Classes:

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

Hazardous Locations

Power stations; Nuclear installations or establishments; Refineries, bulk storage or production premises in the oil, gas or chemical industries; Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries; Ministry of Defence premises; Military bases; Rail trackside; Any other rail property to which the public do not have lawful access.

Legal costs

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

Liability of other persons driving or using your vehicle

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

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

Duty of care – driving at work, legal costs

We will pay:

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



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

We will not pay:

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

Exclusions to Section 2



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

- anything which **persons insured** can claim for under another policy.
- the death of, or injury to any employee of the **persons insured** which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the Road Traffic Acts.
- loss of or damage to property that:
 - belongs to or is in the care of any **persons insured** who claim under this section, or
 - is being carried in **your vehicle**.
- damage to the motor vehicle covered by this section.
- a claim where **your vehicle** is an **automated vehicle** and is being driven or used in automated driving mode and the **policyholder** or **persons insured** at the time of an accident has:
 - made, or permitted alterations to any **software** which relates to functioning of **your vehicle** as an **automated vehicle**, except those provided and/or approved by the vehicle manufacturer and/or;
 - failed to install or permit installation of any safety critical **software** updates relating to the functioning of **your vehicle** as an **automated vehicle** which the **policyholder** or **persons insured** ought reasonably to have known were safety critical (**software** updates are safety critical if it would be unsafe to use the vehicle in question without the updates being installed).
- loss, damage, injury or death while any motor vehicle is being used on:
 - that part of an aerodrome or airport used for aircraft taking off or landing;
 - aircraft parking areas including service roads;
 - ground equipment parking areas; or
 - any parts of passenger terminals within the Customs examination area;unless **we** must provide cover under the Road Traffic Acts.
- any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the Road Traffic Acts:
 - (a) Terrorism
 - Terrorism is defined as any act or acts including, but not limited to:
 - (i) the use or threat of force and/or violence and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.



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

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or
 - (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.
- loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the Road Traffic Acts. For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
 - death or injury of any person caused by:
 - food poisoning; or
 - anything harmful contained in goods supplied; or
 - any harmful or incorrect treatment given at or from **your vehicle** or any motor vehicle covered by this section.
 - loss, damage, injury or death that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of **your vehicle**, bringing a load to **your vehicle** for loading or taking a load away from **your vehicle** after unloading it.
 - any claim if any **persons insured** under this section does not keep to the terms and conditions of this policy

Section 3 – Injury to you or your partner

If **you** or your **partner** suffer accidental bodily injury as a result of:

- a road traffic accident in direct connection with the use of **your vehicle** and/or;
- travelling in, getting in to or out of any other motor vehicle, not belonging to **you** or your **partner**, or hired to **you** or your **partner** under a hire purchase agreement.

we will pay **you** or your **partner** a maximum amount of £2,500 if, within three months of the incident, the injury is the sole cause of:

- death; or
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears; or
- loss of any limb, which means severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

The maximum amount **we** will pay **you** or your **partner** during any one period of insurance is £5,000.

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

Exclusion to Section 3



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

Section 4 – Medical expenses and services

If any persons in **your vehicle** are injured as a direct result of **your vehicle** being involved in an incident, **we** will pay for the medical expenses arising in connection with that incident.

The maximum amount **we** will pay for each injured person is £100.

The cover under this section applies irrespective of fault.

Section 5 – Personal belongings

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

The maximum amount **we** will pay for any one incident is £100.



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



Important note

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

Exclusions to Section 5



We won't cover:

- money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- goods or samples carried in connection with any trade.
- tools.

Section 6 – Emergency treatment

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

Section 7 – No claim discount

If no claim is made under your policy during the **period of insurance**, **we** will increase your no claim discount at your next renewal in line with the scale outlined within this section.

Where a claim has been made, **we** may reduce your no claim discount in line with the scale outlined within this section.

If a claim is made which is not your fault and **we** have to make a payment, **we** will reduce your no claim discount unless **we** can recover all sums **we** have paid from those responsible, except where:

- the accident was the fault of an uninsured driver and **you** have provided **us** with:
 - the other vehicle's registration number, and
 - the other vehicle's driver's name and contact details, or
- **you** have protected your no claim discount as shown on your schedule.

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

We do not grant no claim discount for policies running for less than 12 months. If **we** allow **you** to transfer this policy to another person, any no claim discount **you** have already earned will not apply to the person to whom the policy is being transferred.



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

- emergency medical treatment under the Road Traffic Acts as provided within Section 2 – Your liability;
- repairing or replacing glass in **your vehicle's** windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass) under Section 8 – Glass;
- replacing locks, alarms or immobilisers following your ignition keys (including any device or code used to secure, gain access to or enable **your vehicle** to be started and driven) being lost or stolen as provided under Section 10 – Replacement locks.

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



Your NCD now	Number of claims made in period of insurance	Your NCD from next renewal	
		If you'd protected it	If you hadn't protected it
1 or 2 years	1 or more	Protection not available	0 years
3 years	1	Protection not available	1 year
	2	Protection not available	0 years
	3 or more	Protection not available	0 years
4 years	1	4 years (protected)	2 years
	2	2 years	0 years
	3 or more	0 years	0 years
5 years	1	5 or more years (protected)	3 years
	2	5 years (not protected)	1 years
	3	3 years	0 years
	4	1 year	0 years
	5 or more	0 years	0 years

Section 8 – Glass

We will pay for the replacement or repair of the glass in **your vehicle's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **your vehicle** suffers scratching arising solely from the breakage of glass. The most **we** will pay will be the **market value** of **your vehicle**. **We** may use suitable parts not supplied by the original manufacturer.

You will have to pay the first £75 of the cost of glass replacement. If the glass is repaired rather than replaced the excess will not apply.

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



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**.
- **We** do not provide a replacement vehicle even if the cover is shown on your schedule if **you** are making a claim solely under this section.
- It is important to get any windscreen dependent **ADAS** (such as autonomous emergency braking, adaptive headlights, lane departure and traffic sign recognition) repaired or recalibrated as part of your glass claim.

Section 9 – Continental use – Compulsory insurance

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 the EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

Countries include Andorra, Austria, Belgium, Bosnia and Herzegovina Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

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

- **your vehicle** normally being kept in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, or
- use of **your vehicle** for visits to countries outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 90 days in any one trip and no exceeding a total of six months in any **period of insurance**.

If you take your vehicle abroad

The cover described above only meets the minimum legal requirements while **you** are abroad.

If **you** ask **us**, **we** can extend your policy to provide the same level of cover in the countries listed within this section as **you** have within the **territorial limits**. To get this cover **you** must give your insurance adviser details of the trip. Your adviser will arrange for a clause to be added to your policy to provide this cover, and will (where appropriate) give **you** a Green Card and tell **you** the extra premium **you** will have to pay.



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 countries listed within Section 9.

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 countries listed within Section 9.

Section 10 – Replacement locks

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

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



Important note

In the event of any claim under this section, the Replacement van benefits in Section 12, will be applicable providing this cover is shown on your schedule.

Exclusion to Section 10



We will not pay for:

- device replacement where **your vehicle** uses a mobile phone, smartphone or smartwatch as a digital key.

Section 11 – Breakdown assistance

Breakdown assistance

The cover and services explained in this section only apply if the optional cover is shown on **your schedule**. If **you** are in any doubt if this cover applies, please speak to **your** insurance adviser.

Terms and Conditions

If the service **you** require is not provided for under this section, **we** will try, if **you** wish, to arrange it at **your** expense. The terms of, and any payment for, any such service are a matter for **you** and the supplier and **we** will not act as an agent.

Definitions

Wherever the following words or phrases appear in **bold** in this Section 11, they will have the meanings described below:

Accident

An accidental crash immobilising **your vehicle**.

Breakdown

Unforeseen mechanical or electrical failure during the **period of insurance** in the **United Kingdom** which has either immobilised **your vehicle** or made **your vehicle** unsafe to drive.

Claim

A call/claim for assistance under this policy section.

Home

your permanent residence in the **United Kingdom**.

Resident of the United Kingdom

A person living permanently in the **United Kingdom** or a person employed by a company having its registered office in the **United Kingdom**.

Specialist Equipment

Equipment not carried by **RAC** patrols or **RAC** contractors and includes but is not limited to winching and specialist lifting equipment.

The party/Your party

The persons (including **you**), travelling with **you** in **your vehicle**.

United Kingdom

England, Scotland, Wales, Northern Ireland and for the purpose of this section includes Jersey, Guernsey and the Isle of Man.

Vehicle Licensing Agency

The Driver and Vehicle Licensing Agency (DVLA), Swansea, SA6 7JL, responsible for registration of vehicles in the **United Kingdom** and the equivalent authority in Northern Ireland for vehicles in Northern Ireland, or the Isle of Man Department of Transport for customers living on the Isle of Man.

We/our/us/RAC

RAC Motoring Services and/or RAC Insurance Limited.

You/your

the person or persons named on **your schedule** or any other person driving **your vehicle** with the owners consent.

How to obtain assistance in the United Kingdom

If **your vehicle** breaks down please follow these simple steps:

- call **0800 678 999**
- have to hand **your** policy number and the registration number of **your vehicle**.
- advise the incident manager of the location of **your vehicle** and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

You must make **RAC your** first point of contact. Please do not go ahead and make **your** own arrangements as **RAC** cannot reimburse costs incurred without prior authorisation.

Calls may be recorded and/or monitored. **Policyholders** with hearing difficulties can contact **RAC** using a Text Phone and prefix the relevant number with **18001** to be connected to Typetalk or use the SMS facilities on **07855 828282**.

The telephone numbers are correct at the time of printing. The date is detailed on the back cover of this policy wording.

Cover for services in the **United Kingdom** applies to **your vehicle** as described on **your schedule**.

Services in the United Kingdom

Cover applies to **vehicles** registered with the relevant **Vehicle Licensing Agency** only.

Roadside assistance

- if **you** are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a **breakdown to your vehicle**, **we** will send an **RAC** patrol or contractor to help **you**.
- **we** will try to repair **your vehicle** at the roadside. Roadside includes labour at the scene of the **breakdown** (but not labour at any garage to which **your vehicle** is taken).
- if **we** cannot repair **your vehicle** at the roadside or if **we** believe repairs are unwise or cannot be completed within a reasonable time, **we** will take **your party** and **your vehicle** to a destination of **your** choice within 10 miles of the scene of the **breakdown**. If **you** wish for **your vehicle** to be taken to any other destination, **you** will have to pay for the towage costs for the whole distance,
- if **you** need to leave **your vehicle** at the garage **we** will reimburse **you** for taxi fares up to 20 miles (a receipt must be obtained).

Exclusions to Roadside:

- (1) **breakdowns** which would be prevented by routine servicing of **your vehicle**.
- (2) routine servicing of **your vehicle**.
- (3) **breakdown** caused by or following an **accident, fire, theft** or act of vandalism. If **you** call **us** for assistance following such an incident **you** will be liable to pay **us** for removal. (Subject to the terms of **your vehicle** insurance policy, **you** may be able to reclaim these costs through Aviva Insurance Limited).
- (4) any labour other than that incurred at the roadside including, without limitation, garages.
- (5) the cost of replacement tyres and glass.
- (6) the cost of ferry crossings, road toll and congestion charges.
- (7) missing or broken **keys**. If **you** contact **RAC** **you** will be charged for assistance and any additional costs should **RAC** arrange for a locksmith to attend.
- (8) vehicles being demonstrated or delivered by motor traders, or used under trade plates.
- (9) **repairs to your vehicle**, if in the reasonable opinion of **our** patrol or contractor, it had broken down or was not roadworthy before **you** took out **your** policy.
- (10) any **breakdown** which occurs within a quarter of a mile of **your home**.
- (11) contaminated fuel problems. **We** will arrange for **your vehicle** to be taken to a local garage for assistance but **you** will have to pay for the work carried out.
- (12) the cost of parts, fuel or other supplies.

- (13) any storage charges incurred for **your vehicle** when **you** are using **our** services.
- (14) the tow or transport of any **vehicle**, which, in **our** reasonable opinion, is loaded beyond its legal limit.
- (15) any vehicle in a position where we cannot on it, tow it, or wheels have been removed, **we** can arrange to rectify this but **you** will have to pay the costs involved.
- (16) any animals in **your vehicle**, please note that their onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal, including livestock in transit, during any onward transportation **we** undertake.

Recovery

Recovery has the same terms and conditions as Roadside assistance but with the following variations:

- if **we** cannot get **your vehicle** repaired locally within what **we** deem to be a reasonable time, **we** will take **your vehicle** and **your party home** or to a single address anywhere within the **United Kingdom**.
- an adult must accompany any child under the age of 16.
- **you** can use Recovery if **you** are ill. **You** must show **us** a doctor's medical certificate confirming **your** inability to drive (in these cases, **we** will provide this service as **we** see fit).
- residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland.

Recovery does not include:

- (1) repairs to **your vehicle**, if in the reasonable opinion of **our** patrol contractor, it had broken down or was not roadworthy before **you** took out **your** policy.
- (2) the use of Recovery as a way to avoid paying repair costs.
- (3) a second recovery if:
 - (a) the original fault has not been repaired properly by a party other than **RAC**, or
 - (b) **RAC** have advised **you** that it is a temporary repair, or
 - (c) the desired destination cannot accept **your vehicle** due to company opening hours or other restrictions.

Note: If a second recovery is required, this service can be provided but a charge will be made dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior to the relevant service being provided.

- (4) service within 24 hours of commencement of this policy.

At home

At home has the same terms and conditions as Roadside assistance but with the following variation:

- at home allows **you** to use Roadside assistance within a quarter of a mile of **your home** address or where **you** normally keep **your vehicle**.

At home does not cover:

- (1) the rectifying of failed or attempted repairs.
- (2) the reimbursement of taxi fares.
- (3) service within 24 hours of commencement of this **policy**.
- (4) recovery of **your vehicle**.

Policy requirements and limitations

Credit card details

We will require **your** credit card details if **we** arrange a service for **you** which is not covered by the terms and conditions or if it exceeds the limits set out in the section entitled 'Terms and Conditions'. If **you** do not provide **us** with **your** credit card details **RAC** will not be able to provide certain services which will be notified to **you** when credit card details are requested.

Caravans and trailers

The **vehicle** restrictions in this section apply equally to caravans and trailers except that the maximum length of the caravan and/or trailer must not exceed 7.6m. If **your vehicle** which has suffered a **breakdown** is towing a caravan or trailer and **we** provide recovery, the caravan or trailer will be recovered together with **your vehicle** to a single destination.

We do **our** best to find solutions to motoring problems, but **we** regret **we** cannot arrange a replacement caravan or trailer in the event of **breakdown** or **accident** damage which cannot be repaired.

Unforeseeable losses or events

Except in relation to any **claim you** may have for death or personal injury, if **we** are in breach of the arrangements under this **section we** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contracts, or for any business losses.

We do not guarantee the provision of any of the benefits under this section, if there is anything beyond **our** reasonable control or the reasonable control of any service provider which prevents **us** or a service provider from providing that benefit. Benefits may be refused if **you** or any of **your party** behaves in a threatening or abusive way to any persons providing service under this section.

Taxi bookings

In some circumstances it can be quicker and easier for **you** to arrange a taxi. **We** may ask **you** to make **your** own arrangements for taxi service. If so please send **your** receipts to **us** and **we** will reimburse **you**.

Battery related faults

For battery related faults **your** entitlements are as follows:

RAC's initial attendance for a battery related fault is included in **your** entitlement.

- the fitting of any parts or batteries purchased by **you** prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.

- RAC will test **your** battery at that initial **breakdown** attendance. If the battery is no longer serviceable and so fails the test **you** will be advised to replace it.
- if a condemned (non serviceable) battery is not replaced, **We** may provide further assistance to a battery related fault but in this case a separate charge will apply. The charge will be payable by credit or debit card before assistance can be arranged.

General Exclusions (Service in the **United Kingdom**)

In addition to any limits and exclusions noted elsewhere in this section, **we** will not cover

- (1) costs for anything which was not caused by the incident **you** are claiming for.
- (2) **breakdowns** in the **United Kingdom** resulting **accidents**, vandalism, **fire** or **theft**.
- (3) **vehicles** which have broken down as a result of taking part in any motor sport event (including, without limitations rallies or stock car racing) which takes place off the road and/ or is not subject to the normal rules of the road. However, **vehicles** participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and comply with the normal rules of the road will be covered.
- (4) any **claim** if **your vehicle** suffers a **breakdown** at a motor traders premises, garage or premises offering vehicle repair.
- (5) the cost of all parts, garage, labour or other costs in excess of the limits set out in this section entitled 'Terms and Conditions'.
- (6) loss caused by any delay, whether the benefit or service is being provided by **us** or someone else (for example a garage, hotel, car hire company, carrier).
- (7) routine servicing of **your vehicle**.
- (8) the cost of a tyre specialist. **We** will arrange for **your vehicle** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on **your vehicle**. Any other **recovery** may be arranged but **you** will be liable for any additional costs.
- (9) the cost of a locksmith if **you** lose, break or lock **your** keys in **your vehicle**. If **we** are unable to open **your vehicle**, **we** will arrange for a locksmith to attend where available but **you** will be responsible for the costs. If a locksmith is not available, **we** will arrange for **your vehicle** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on **your vehicle**. Any other **recovery** may be arranged but **you** will be liable for any additional costs.
- (10) any **claim** caused directly or indirectly by the overloading of **your vehicle** and any trailer.
- (11) any **claim** if **your vehicle breaks down** due to:
 - (a) running out of oil or water;
 - (b) frost damage;
 - (c) rust or corrosion;
 - (d) tyres which are not roadworthy;
 - (e) using the incorrect fuel.
- (12) any **claim** caused directly or indirectly by the effect of intoxicating liquors or drugs.

- (13) any **claim** where **your vehicle** is being driven by persons who do not hold a full **United Kingdom** driving licence or other recognised and accepted driving licence valid for use in the **United Kingdom**.
- (14) any **claim** which **you** have made successfully under any other insurance policy held by **you**. If the value of **your claim** is more than the amount **you** can **claim** from **your** other insurance **we** may pay the difference subject to these limits and exclusions.
- (15) the cost of any transportation, accommodation or care of any animal. Any onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal during any onward transportation **we** may undertake.
- (16) any **claim** outside the **period of insurance**.
- (17) any **vehicle** not conforming to the following specifications:
- (a) maximum legal laden weight of 3,500 kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);
 - (b) maximum overall dimensions of: length 5.5m; height 3m; width 2.3m (all including any load carried).
- The maximum length of trailers must not exceed 7.6m. If **your vehicle** which has suffered a **breakdown** is towing a trailer and **we** provide recovery, the trailer will be recovered together with **your vehicle** to a single destination. Other than as set out above, trailers are not covered under this section.
- (18) any **claim** by **you** unless **you** are a **resident** of the **United Kingdom** and **your vehicle** is registered with the relevant **Vehicle Licensing Agency**.
- (19) any vehicle carrying more persons than recommended by the manufacturer. Each person must occupy a separate fixed seat fitted during **vehicle** construction and to the manufacturer's specification.
- (20) **your vehicle** if it is unattended.
- (21) any **personal belongings** left in **your vehicle** or in any caravan or trailer or any other item being towed by or used in conjunction with **your vehicle**. **Personal belongings** are **your** responsibility.
- (22) **specialist equipment** costs. **We** will however arrange for the specialist services if needed, but **you** will have to pay for any additional costs to the contractor.
- (23) any costs which are not directly covered by the terms and conditions of this policy section.
- (24) vehicles which were broken down/had suffered a **breakdown** or were unroadworthy at the inception of **your** policy.
- (25) it is a legal requirement that vehicles used or recovered with their wheels in contact with the public highway must have a valid current excise licence. Where no current excise licence is displayed **we** will attempt to repair **your vehicle** at the roadside but will not provide any other service or benefit.

The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994 or under Section 5 of the Vehicle Duty Order 2010 on the Isle of Man. For further information please contact either DVLA at www.dvla.gov.uk or Vehicle Licensing, Dept of Transport for Isle of Man at www.gov.im/transport/highways/dandy/welcome.xml

(26) the costs of any parts provided by **RAC** to repair **your vehicle** at the roadside must be paid in full by credit/debit card at time of **breakdown** before work can commence.

Caring For Our Customers

We are committed to providing you with the highest standard of service and customer care. **We** realise, however, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected. Should **you** have cause for complaint about any aspect of the service **we** have provided to **you** and **you** have already called Customer Services, who have been unable to resolve the matter to **your** complete satisfaction, please contact **us** at the relevant address indicated and **we** will work with **you** to resolve **your** complaint.

We will deal promptly with **your** query. Unless **we** can satisfactorily resolve **your** complaint within 24 hours **we** will send **you** an acknowledgement within five working days, along with a leaflet outlining **our** complaints procedures. In the unlikely event that **we** cannot resolve **your** complaint to your satisfaction, depending on the product and the nature of **your** complaint **you** may refer **your** concerns to the Financial Ombudsman Service. If **you** wish to refer **your** complaint to the Financial Ombudsman Service, this must be done within 6 months of **our** final response letter.

Here are there contact details:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone: **0300 123 9 123**

email: complaint.info@financial-ombudsman.org.uk

Please quote **your** full name, contact telephone number and policy number and where applicable **your vehicle** registration number in any communication.

If **you** have used **our breakdown** service and are dissatisfied with any aspect of the service, please bring the complaint to **our** attention as soon as **you** can (if possible, within 28 days of becoming aware of it). This does not affect **your** statutory rights to take legal action or exercise any other legal remedy.

Please write to **us** at: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ or email: breakdowncustomer care@rac.co.uk

If **you** are dissatisfied with any other aspect of the services provided to **you** please contact your insurance adviser

An acknowledgement that **your** complaint has been received will be sent to **you** within 5 working days following which **your** complaint will be investigated on behalf of the Chief Executive.

Section 12 – Replacement van cover

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

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

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

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

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

You will be responsible for:

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

The replacement vehicle will be a:

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

Please note this weight limit increases to 4.25 tonnes if **your vehicle** is an **electric vehicle**.

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

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

Returning replacement vehicles

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

Section 13 – 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 vehicle** is an **electric vehicle** up to 4.25 tonnes gross vehicle weight and cover is Comprehensive and **your vehicle** 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 vehicle**, 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 13



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

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

Section 14 – Home 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?

Home charging points used to recharge your **electric vehicle** or plug in hybrid vehicle at **your property** are covered for electrical emergency and breakdown of the domestic electrical wiring between the fuse box and the charging point, which cause loss of use of the 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 home charging point is connected to.
- Permanent damage to the domestic electrical wiring leading to the charging point caused by a power cut or power surge.
- Electrical failure of a home charging point.

Claims process and limit

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

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

Home charging point is beyond economical repair

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

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

Exclusions to Section 14



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

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

General exclusions

These exclusions apply to all covers in this booklet.



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

- Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - (a) used otherwise than for the purpose described under the 'Limitations as to use' section of your **certificate of motor insurance**, or
 - (b) driven by or is in the charge of any person for the purposes of being driven who:
 - (i) is not described under the section of your **certificate of motor insurance** headed 'Persons or classes of persons entitled to drive', or does not have a valid, current and appropriate (for the type of vehicle) licence to drive **your vehicle**, or
 - (ii) is not complying with the terms and conditions of the licence.

We will not withdraw this cover,

- (i) while **your vehicle** is in the custody or control of:
 - a member of the motor trade for the purposes of maintenance or repair, or
 - an employee of a hotel or restaurant or vehicle parking service for the purpose of parking **your vehicle**.
 - (ii) if the injury, loss or damage was caused as a result of the **theft of your vehicle**.
 - (iii) by the reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
 - (iv) If **your vehicle** is being used by any **persons insured** in connection with unpaid voluntary work
- Any liability **persons insured** have agreed to take on except to the extent **persons insured** would have had that liability if that agreement did not exist.
 - Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss, or any legal liability that is directly or indirectly caused by, contributed to by or arising from:
 - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - (a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power.
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

except to the extent that it is necessary to meet the requirements of the Road Traffic Acts.



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

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

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

General conditions

These conditions apply to all covers in this booklet.

The contract of insurance

The following elements form the contract of insurance between the **policyholder** (who acts on behalf of himself/herself and each **person insured**) and **us**, please read them and keep them in a safe place:

- your policy booklet;
- information contained on your application and/or statement of fact document as issued by **us**;
- your schedule – including any clauses (changes in the terms of your policy) shown on it;
- **certificate of motor insurance**;
- Information under the heading “Important Information” which **we** give **you** when **you** take out or renew your policy;
- changes to this policy or important information **we** give **you** at renewal.

Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

- (i) For existing customers who pay monthly by direct debit to Aviva the **policyholder** enters into a new contract of insurance with **us** commencing on the cover start date shown on your renewal schedule.
- (ii) For existing customers who pay annually or monthly, other than as set out in paragraph (i) above, the **policyholder** enters into a new contract of insurance with **us** commencing on the date when the policyholder agrees to renew the policy and to pay the premium. Persons insured will be covered for the **period of insurance** shown on your renewal schedule.

Important notice - Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

Please tell your insurance adviser immediately to let **us** know if there are any changes to the information set out in the application and/or statement of fact document, **certificate of motor insurance** or on your schedule. **You** must also tell your insurance adviser immediately to let **us** know about the following changes:

- a change to the people insured, or to be insured.
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- criminal convictions for any of the people insured, or to be insured.
- a change of **your vehicle**.
- any modifications to **your vehicle**.
- any change affecting ownership of **your vehicle**.
- any change in the way that **your vehicle** is used.

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

When **we** are informed of a change, **we** will tell your insurance adviser if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel your policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

Accurate Information

You must always take reasonable care to give full and correct answers to the questions **we** ask. If **you** don't give **us** full and correct information, **we** may:

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

Claims procedures

Your duties

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

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

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

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

Our rights

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

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

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

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

Information	Documents	Assistance
<ul style="list-style-type: none">• Details of third parties and witnesses• Statement of events relating to your claim• Sketch or photograph of the accident scene• Correspondence received from another party (including court papers)	<ul style="list-style-type: none">• Driving licence• Proof of identity and address• Vehicle documentation such as V5, MOT and proof of purchase• Receipts and invoices• Finance documents	<ul style="list-style-type: none">• Attendance at court• Meetings with solicitors or us

Cancellation rights

Your rights

You can cancel this policy and/or remove optional covers at any time by contacting your insurance adviser.

Your cancellation rights in the 14 day statutory cooling off period are shown in the section headed 'Welcome. We've got you covered' within this booklet.

The table headed 'Administration and cancellation fees and charges' which can also be found in the section headed 'Welcome. We've got you covered' gives details of when a cancellation fee will be charged.

Our rights

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

- **you** have not paid your premium (including non-payment of instalments under an Aviva monthly credit facility). If premiums or instalment payment(s) are not paid when due, **we** will write to **you** requesting payment by a specific date. **We** will give **you** at least 14 days' notice in writing if **we** intend to cancel due to non-payment under an Aviva monthly credit facility. If **we** receive payment by the date set out in the letter, **we** will take no further action. If **we** do not receive payment by this date, **we** will cancel the policy and/or any cover options from the cancellation date shown in the letter;
- **we** reasonably suspect fraud;
- any **persons insured** have failed to co-operate with **us** or give **us** information or documentation **we** ask for, and this affects our ability to process a claim or defend our interests;
- or **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask;
- **you** harass our staff or representatives, or behave in an abusive, hostile or threatening manner.

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

Will I get a premium refund?

- If your policy or any optional covers are cancelled before the covers starts, **we** will refund the premium **you** have paid for the cancelled cover; or
- If the cancellation is after cover has started your refund will be based on how many days are left in the **period of insurance** which **you** have paid for. **We** will also charge a cancellation fee of £25.00 plus Insurance Premium Tax at the appropriate rate. (See Administration and cancellation fees and charges' table in the section headed 'Welcome. We've got you covered' within this booklet). The refund set out above will not apply if **we** cancel your policy because of fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.



Important note

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

Monthly payment plan

If **you** are paying the premium using an Aviva monthly credit facility, **you** must make the regular monthly payments as required in the credit agreement. If **you** do not do this **we** may cancel this insurance as set out in the General Conditions section of this policy booklet. If the credit agreement requires **you** to pay a deposit, this deposit is required by the date the insurance starts or the policy will not be valid.

Other insurance

If at the time of an incident that leads to a claim on this policy there is any other insurance covering the same loss, damage, expense or liability, **we** are entitled to approach that insurer for a contribution towards the claim and will only pay our share. This condition does not apply to any benefits under 'Section 3 – Injury to you or your partner'. This provision will not place any obligation on **us** to accept any liability under 'Section 2 – Your liability', which **we** would otherwise be entitled to exclude under Exclusion 1 to Section 2.

Your duty to prevent loss or damage

You and all **persons insured** must take reasonable care to safeguard **your vehicle** to prevent accidents, **theft**, loss or damage. **You** shall maintain **your vehicle** in a roadworthy condition and install any safety critical **software** updates made available by the vehicle manufacturer.

You must not modify, install or permit the installation of **software** except those provided by and/or approved by the vehicle manufacturer.

Your duty to comply with policy conditions

Our provision of insurance under this policy is conditional upon the terms, provisions, conditions and clauses (changes in the terms of your policy) of this policy being observed and fulfilled.

Fraud

If your claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**. **We** may also take legal action against **you** to include recovery of any sums paid to **you** in respect of the fraudulent claim.

If the fraudulent claim is made by **you** or any **named driver**, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraudulent claim. If the fraudulent claim is made by **you** or any **named driver**, **we** may remove all cover for that person or the entire policy from the date of the fraudulent claim.

Payments made under compulsory insurance regulations and rights of recovery

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

Direct right of access

Third Parties may contact **us** directly in the event an accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002.

In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

Complaints procedure

Our promise of service

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

What will happen if you complain:

- **We** will acknowledge your complaint promptly; and
- **We** aim to resolve all complaints as quickly as possible.

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

What to do if you are unhappy

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

If **you** are unhappy with the outcome at your complaint, **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (Calls from UK landlines and mobile are free) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

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



Been involved in an accident?

Please report all accidents to us as soon as possible 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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