



Your Salary Sacrifice Fleet Insurance Policy

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

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

Contents

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

The Contract of Insurance 3

Introduction

Choice of Law

Use of Language

Administration Charge

Car Sharing

Voluntary Work

Use of Your Vehicle Outside of The Territorial Limits

Commercial Motor Section..... 5

Legal Services and Advice Section.....12

Policy Conditions 15

Policy Exceptions 19

Policy Definitions 20

Complaints Procedure and Important Information 24

Inside the front cover you will find your:

Certificate of Motor Insurance

Policy Schedule

Important Information

Statement of Fact

The Contract of Insurance

The contract of insurance between You and Us consists of the following elements, which must be read together:

- Your policy wording;
- the information contained on Your risk presentation and Statement of Fact document issued by Us;
- the policy schedule;
- the certificate of motor insurance;
- any notice issued by Us at renewal;
- any endorsement to Your policy; and
- the information under the heading “Important Information” which We give You when You take out or renew Your policy.

In return for You having agreed to pay Us, when requested by Us, the premium including Insurance Premium Tax in respect of all motor vehicles falling under the definition of ‘Your Vehicle’ to be covered under Your policy, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

Important

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

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

You should keep a written record (including copies of letters) of any information You give Your insurance adviser when You renew this policy.

Breach of Term

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

Terms not relevant to the actual loss

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

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

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



Introduction

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

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

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

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

Your insurance adviser's details are:

Name:	
Address:	
Email:	

Choice of Law

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

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

Use of Language

All communications relating to this contract will be in English.

Administration Charge

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

Car Sharing

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

Cover does not apply if

- (1) Your Vehicle is constructed or adapted to carry more than eight passengers (excluding the driver)
- (2) passengers are being carried in the course of a business of carrying passengers
- (3) total contributions received for the journey concerned involve an element of profit.

Important Note

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

Voluntary Work

Where Your Certificate of Motor Insurance includes use for social, domestic and pleasure purposes, Your policy will cover any person entitled to drive, who You have authorised, to carry out voluntary work.

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

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

Important Note

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

Use of Your Vehicle outside of The Territorial Limits

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

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

Damage to Your Vehicle

Cover

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

Accessories and Spare Parts

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

Glass

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

- (1) Damage to glass in the windscreen, sunroof or windows of Your Vehicle
- (2) scratching of Your Vehicle's bodywork arising solely from the breakage of glass.

Replacement Locks

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

- (1) affected locks
- (2) lock transmitter and central locking interface
- (3) affected parts of the alarm and/or immobiliser

provided that You can establish to Our reasonable satisfaction that the identity or garaging address of Your Vehicle is known to any person who may have stolen or found the Ignition Keys.

No Excess will apply to a claim under this cover.

Clauses

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

Accident Recovery and Assistance - Overnight Accommodation and Alternative Transport

We can arrange for transport home or completion of a journey for Your driver and passengers, or

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

You will need to produce receipts to claim for these costs.

The maximum We will pay is stated in The Schedule.

Child Seats

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

Medical Expenses

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

The maximum We will pay is stated in The Schedule.

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

Personal Accident Benefits

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

- (1) death
- (2) irrecoverable loss of sight in one or both eyes
- (3) severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

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

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

Personal Belongings

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

The maximum We will pay is stated in The Schedule.

We will not pay for

- (1) money, stamps, tickets, documents or securities
- (2) goods or samples carried in connection with any trade or business
- (3) tools of trade, ropes or tarpaulins
- (4) Personal Belongings where Your Vehicle is a motor caravan.

Basis of Claim Settlement

Where We have accepted Your claim, We will choose to

- (1) repair Your Vehicle unless You notify Us that You want Us to pay someone else to repair it, or
- (2) replace Your Vehicle, Accessories or spare parts, or
- (3) pay a cash amount equal to the Damage.

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

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

If Your Vehicle is stolen and not recovered, or suffers Damage which is uneconomical to repair, as Your Vehicle is the subject of a salary sacrifice agreement, We will pay the legal owner or leasing company the asset value of Your Vehicle to them at the time of Damage, not exceeding the Written Down Value of Your Vehicle. Our liability under this policy will then end.

Accident Recovery and Assistance

In the event of Damage to Your Vehicle in The Territorial Limits which is covered under this Section, We will arrange for the protection and removal of Your Vehicle and for someone to come out and help at no additional cost.

If Your Vehicle cannot be made roadworthy immediately and You agree, it will be taken to Our nearest Approved Repairer or to a repairer of Your choice. However, choosing Your own repairer may lead to delays in arranging repairs.

If Your demands are excessive, unreasonable or impracticable We can choose to cancel services or refuse to provide them.

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

Courtesy Vehicle

If Your Vehicle is a Private Car and We have accepted Your claim We will

- (1) provide a courtesy vehicle for the duration that Your Vehicle is being repaired by Our Approved Repairer, or
- (2) if Your Vehicle cannot be repaired or is stolen and not recovered, We will provide a courtesy vehicle for up to 14 days or until You receive Your settlement, whichever is the earlier.

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

Terms and Conditions applying to Courtesy Vehicles

- (1) Courtesy vehicles will have comprehensive cover for the period of the loan.
- (2) Courtesy vehicles may only be used in accordance with the terms of Your Certificate of Motor Insurance.
- (3) If Your policy includes Breakdown and European Motoring Assistance, this cover will not extend to courtesy vehicles.
- (4) You must return the courtesy vehicle to the depot which supplied it unless alternative arrangements have been agreed.

We will not pay for

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

Repair Authority

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

Repair Guarantee

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

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

All parts fitted to Your Vehicle by Our Approved Repairer will be covered for the duration of the guarantee provided by the part manufacturer or supplier.

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

Exceptions

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

We will not provide cover for

- (1) loss of use
- (2) loss of value following repair, depreciation, wear and tear or Damage which happens gradually
- (3) mechanical, electrical or electronic failure, breakdown or breakage
- (4) computer and equipment failure or malfunction
- (5) Damage
 - (a) to tyres caused by braking or by punctures, cuts or bursts
 - (b) caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound
 - (c) arising from confiscation, requisition or destruction by, or under order of, any Government, Public or Local Authority
 - (d) arising during or in consequence of riot or civil commotion in Northern Ireland or outside The Territorial Limits, unless You can prove that the Damage was not caused by this peril
 - (e) arising from Theft while Your Vehicle has been left unattended with the engine running or where the Ignition Keys of Your Vehicle have been left in or on Your Vehicle
 - (f) by Fire caused directly or indirectly from the use of cooking or heating equipment where Your Vehicle or Trailer is equipped for the cooking or heating of food or drink
 - (g) to any fixtures, fittings or kitchen utensils while in or on Your Vehicle or Trailer
 - (h) caused by any consequence whatsoever which is directly or indirectly from or in connection with any Cyber Act with the intention or effect to cause any Computer System(s) to stop, fail or function otherwise than intended by the Vehicle Manufacturer.
- (6) the Excess stated in The Schedule.

Liability to Third Parties

Cover

We will provide cover to The Insured for legal liability to pay Compensation, and all other costs and expenses incurred with Our written consent, for Bodily Injury or Damage to property which arises out of an accident caused by or in connection with Your Vehicle, including its loading and unloading, or any Trailer while it is being towed by Your Vehicle, which occurs during the Period of Insurance and within The Territorial Limits.

Application of The Limit of Indemnity

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

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

- (1) £5,000,000 for all claims consequent on one originating cause, or
- (2) such greater sum as may in the circumstances be required by the Road Traffic Acts.

Compulsory Insurance Requirements

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

- (1) which is a member of the European Union, or
- (2) which the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle, or
- (3) for which We have issued a Green Card.

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

Cross Liabilities

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

Legal Costs

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

- (1) at a Coroner's Inquest or Fatal Accident Inquiry
- (2) in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation.

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

Exceptions

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

- (1) any claim if any person covered does not observe the terms, conditions and exceptions of this policy, or if they can claim under any other insurance
- (2) Bodily Injury to any
 - (a) employee of the person covered which arises out of, or in the course of, such employment, except to the extent that We must provide cover under the Road Traffic Acts
 - (b) person caused by food poisoning, anything harmful contained in goods supplied or any harmful or incorrect treatment given at or from Your Vehicle or Trailer.
- (3) Damage to Your Vehicle or Trailer
- (4) Damage to property that
 - (a) belongs to or is in the care of any person covered who claims under this Section, or
 - (b) is being carried in or on Your Vehicle (except where Your Vehicle is a Private Car) or Trailer.
- (5) Damage to premises (or to the fixtures and fittings) You occupy but do not own if there is any other insurance covering the same Damage
- (6) Damage or Bodily Injury
 - (a) that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of Your Vehicle, bringing a load to Your Vehicle or Trailer for loading or taking a load away from Your Vehicle or Trailer after unloading it
 - (b) by Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance
 - (c) while Your Vehicle or Trailer is being used in that part of an aerodrome, airfield, airport or military installation provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area
 - (d) arising out of any incident directly or indirectly caused by, accelerated by or attributable to the coming into contact with any person, property, land or crops of any substance or compound that is used, in whole or part, as an insecticide, herbicide or other control of pests, disease or weeds, or as a desiccant, defoliant or growth regulator and which arises from the dissemination of such substance or compound in connection with Your Vehicle or Trailer elsewhere than on land occupied by You or crops owned by You on that landexcept to the extent that We must provide cover under the Road Traffic Acts.
- (7) any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism regardless of any other contributory cause or event except to the extent that We must provide cover under the Road Traffic Acts
- (8) liquidated damages or damages incurred under any penalty clause
- (9) any claim where Your Vehicle is an Automated Vehicle and at the time of an accident is being driven or used in Automated Driving Mode and The Insured
 - (a) has made, or has permitted alterations to any Software which relates to functioning of the vehicle as an Automated Vehicle, except those made available by and/or approved by the vehicle manufacturer
 - (b) has failed to install or to permit the installation of any Safety Critical Software updates relating to the functioning of the vehicle as an Automated Vehicle which You or a driver permitted by You ought reasonably to have known that failure to install such Software could compromise the safety of the vehicle
 - (c) ought reasonably to know or to reasonably assess that it was not appropriate to do so.

Clauses

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

Charge Points

If Your Vehicle is an Electric Vehicle or a Plug-in Hybrid Electric Vehicle and cover for Your Vehicle is Comprehensive, We will pay You for Damage to charge points at Your or Your authorised employee's home whilst connected to Your Vehicle. We will pay the cost of replacing the charge point with one of the same make, model, specification and condition immediately prior to the Damage. We will not pay for

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

No Excess will apply to a claim

Charging Cables and Connecting Components

Where Your Vehicle is

- (1) an Alternative Fuel Vehicle and
- (2) a Private Car or Goods-carrying Vehicle up to 4.25 tonnes GVW the cover applicable to Your Vehicle also applies to the charging cables, adaptors and refuelling connecting components relating to and designed for Your Vehicle while these are in, on or connected to Your Vehicle (or while in Your or Your employee's private garage).

The maximum We will pay is the cost of replacing Your Vehicle's charging cable, adaptor or refuelling connecting component with one of the same make, model, specification and condition immediately before the Damage.

We will not pay for Damage to batteries, fuel, fuel tanks, charging points or refuelling points.

No Excess will apply to a claim under this Clause.

Continental Use

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

- (1) the transit of Your vehicle, including its loading and unloading, between any countries to which this Section applies
- (2) reimbursement of any customs duty You may have to pay on Your Vehicle after its temporary importation into any country specified, provided the duty arises as a direct result of Damage which is covered under this Section
- (3) general average contributions, salvage and sue and labour charges while Your Vehicle is being transported by sea between any of the countries specified, provided that the Damage to Your Vehicle is covered under this Section.

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

Duty of Care - Driving at Work and Legal Costs

We will cover You for

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) prosecution costs awarded against You

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

- (a) Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, up to the amount stated in The Schedule
- (b) Corporate Manslaughter and Corporate Homicide Act 2007, for an unlimited amount.

We will not cover You

- (1) unless the proceedings relate to an actual or alleged offence
 - (a) committed during the Period of Insurance within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and in connection with The Business
 - (b) arising from the ownership, possession or use by You or on Your behalf of any motor vehicle or Trailer in circumstances where compulsory insurance is required under the Road Traffic Acts

- (2) for proceedings which result from any deliberate act or omission by You
- (3) for any fines, remedial or publicity orders or any steps required to be taken by such orders
- (4) if cover is provided by any other insurance.

Electric Vehicle Battery

If Your Vehicle is an Electric Vehicle or a Plug-in Hybrid Electric Vehicle and cover for Your Vehicle is Comprehensive, We will pay You for Damage to Your Vehicle's high voltage battery caused by any power surge whilst the battery is being charged via a proper connection to a normal power recharging point or high power recharging point.

The maximum We will pay is the cost of replacing Your Vehicle high voltage battery with one of the same specification and condition immediately before the Damage.

If Your Vehicle's high voltage battery is not owned by You, We will not pay for the collection and delivery charges including taxes, levies, duties and fees (where applicable), to return Your Vehicle's high voltage battery to its legal owner.

The Excess for Damage to Your Vehicle applies to any claim under this clause.

Electric Vehicle Out of Charge Recovery

Provided you notify by telephone on 0345 030 7780 and where Your Vehicle is

- (1) an Electric Vehicle and
- (2) a Private Car or Goods-carrying Vehicle up to 4.25 tonnes GVW

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

- (1) charge Your Vehicle's high voltage battery with enough power to get to the nearest working public charging point, or
- (2) transport Your Vehicle, including
 - (a) any Trailer or caravan whilst attached to Your Vehicle
 - (b) up to eight passengers including the driverto
 - (i) the nearest working public charging point
 - (ii) premises owned or occupied by You, and which are used in connection with The Business
 - (iii) Your home or the home of Your authorised employee or any person authorised to drive whichever is closer.

We will not pay

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

No Excess will apply to a claim under this Clause

Emergency Treatment Fees

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

Trailers - Attached

Third Party only cover applies to any Trailer attached or connected to Your Vehicle for the purpose of being operated or drawn

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

We will not provide cover

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

(2) in respect of

(a) any Trailer which is a caravan, mobile shop, trailer tent,

(b) the operation of plant permanently attached to and forming part of a Trailer

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

Unauthorised Driving or Use

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

Cover

Legal Protection to Recover Uninsured Losses

If there is an accident and/or incident involving Your Vehicle which occurs during the Period of Insurance and within The Territorial Limits and it is not Your fault, We will provide You with legal protection to pay lawyer's costs to help claim against the person(s) responsible. As part of Your claim We will pay to recover Your financial losses, such as Your Excess and travel expenses, and also obtain compensation if, as a result of travelling in, getting into or out of Your Vehicle, You die or sustain personal injury.

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

If You disagree with the lawyer's view of Your prospects of success, You have the right to appeal. Please see

"Disputes and Arbitration" for more information.

In the event the lawyer takes on Your case but Your claim is not successful We will pay legal costs and fees You are responsible for up to the maximum amount.

The maximum We will pay is stated in The Schedule.

Legal Protection to Defend Motoring Prosecutions

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

This cover is subject to cover not being provided under Liability to Third Parties Cover.

The maximum We will pay is stated in The Schedule.

Legal Advice

You have access to a 24 hour legal advice helpline based in the UK – providing confidential legal advice on any legal matter relating to the use of Your Vehicle. Please refer to The Schedule for contact details.

Legal Representation

Any legal proceedings that We agree to will be dealt with by a court or similar body that We have agreed to within The Territorial Limits.

On receipt of a claim, We will appoint a lawyer to act for You.

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

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

Basis of Claim Settlement

We will pay

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

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

Specific factors We will take into account in making this determination are

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

Conditions

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

- (1) You must report Your claim to Us as soon as reasonably possible and in any event within 180 days after the date You discovered the incident.
- (2) You must allow Us direct access to the appointed lawyer who will provide Us with any information or opinion on Your claim.
- (3) You must provide Us with any information or instructions that We may reasonably ask for in relation to Your claim. If We do not receive all of the information or instructions We need, We may delay or suspend Your claim.
- (4) You must notify Us immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.

- (5) If You do not accept a payment into court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, We may refuse to pay further legal costs and expenses.
- (6) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.
- (7) You must support Us in the recovery, from the person(s) who You believe were responsible, of any legal costs and expenses that We have paid and pay those legal costs and expenses to Us.
- (8) If You
 - (a) settle or withdraw a claim without Our prior agreement, or
 - (b) do not give suitable instructions to the appointed lawyer, or
 - (c) dismiss an appointed lawyer without Our prior consentthe cover We provide in respect of Your claim will end immediately and We will be entitled to reclaim any costs and expenses We have incurred.
- (9) You must report any appeal or defence of an appeal to Us at least 14 days prior to the deadline for the appeal.

Exceptions

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

We will not pay any costs and expenses

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

Reasonable Prospects of Success Explained

Before We begin to pursue financial losses or pay any legal costs and expenses We will ask the appointed lawyer to discuss Your claim with You and assess the prospects of success.

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

- (1) make a recovery of damages, either in full or in part, against the person(s) You believe were to blame
- (2) recover more than any offer of settlement from the person(s) You believe were to blame
- (3) make a successful defence of any claims made against You
- (4) make a successful appeal or defence of an appeal
- (5) obtain a legal remedy which We have agreed to pursue or defend.

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

Disputes and Arbitration

If any difference arises between You and Us in respect of the acceptance, refusal, control or handling of any claim under this Section, You can take the following steps outlined in Our Complaints Procedure.

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

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

The decision will be final and binding on both Us and You.

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

Definition

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

You/Your

The Policyholder named in The Schedule and

- (1) any person permitted to drive by Your Certificate of Motor Insurance
- (2) any passengers carried in Your Vehicle at the time of the accident and/or incident which occurs within the Period of Insurance and within The Territorial Limits.

Policy Conditions

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

Alteration of Risk

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

- (1) there has been any alteration to, or change in material circumstances relating to, the risk insured and/or Your business activities which increases the risk of Damage or Bodily Injury, or
- (2) Your interest ceases except by will or operation of law.

We may, at Our option:

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

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

- (1) details of any person who is excluded from driving under Your Certificate of Motor Insurance or The Schedule, but who You now require to drive
- (2) any change in the use of Your Vehicles, including the carriage of High Category Hazardous Goods and/or visiting Hazardous Locations
- (3) any change in Your business activities and/or expansion of Your business
- (4) any business acquisition or merger, or the absorption of Your business by another business entity.

Arbitration

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

Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by providing at least seven days' written notice to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We or any agent appointed by Us and acting with Our specific authority, may cancel this policy by providing written notice to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

- (a) claim made under the policy for which We have made a payment
 - (b) claim made under the policy which is still under consideration
 - (c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us
- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (4) We may also cancel this policy at any time by providing at least seven days' written notice to Your last known address. We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there have been no:
- (a) claim made under the policy for which We have made a payment
 - (b) claim made under the policy which is still under consideration
 - (c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.

Claims Procedure

If in relation to any claim You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim, except to the extent that We must provide cover under the Road Traffic Acts.

You or Your legal personal representatives must

- (1) tell Us as soon as reasonably possible of any event or occurrence which may result in a claim and give Us full details of the incident
- (2) notify the police immediately of Damage caused by malicious persons or thieves
- (3) provide Us with all information and help We require in respect of the claim
- (4) let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.

- (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (6) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (7) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

Contribution

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

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

- (1) exceptions (1) and (6)(a) to Liability to Third Parties Cover
- (2) the Duty of Care – Driving at Work and Legal Costs Clause.

Direct Right of Access

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

Discharge of Liability

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

- (1) the full amount We are required to pay under the policy, or
- (2) a smaller amount for which the claim or claims can be settled

less any sums We have already paid in compensation.

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

Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

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

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us to You in respect of the claim (from You or such person depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the policy provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Motor Insurance Database – Supply of Vehicle Details

Loading vehicle details onto the MID is a legal requirement.

You are responsible for sending all vehicle changes directly to the MID.

Non Disclosure, Misrepresentation or Misdescription

(1) Before this policy was entered into

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

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

(2) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

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

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

Payments made under Compulsory Insurance Regulations and Rights of Recovery

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

Premium Adjustment

You must provide Us with details of all motor vehicles covered under this policy which fall under the definition of Your Vehicle, as contained in the Policy Definitions.

At agreed intervals, and in the format required, You must provide Us with details of vehicles acquired or disposed of by You. You will then either make a further payment to Us or We will give a return premium to You, whichever is appropriate.

Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

Subjectivity

The insurance cover provided by Aviva may be subject to You or Us carrying out certain actions. We will clearly state if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

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

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to the risk insured by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the premium, unaltered.

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

If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved We will withdraw the insurance cover.

Subrogation

If We want to, We can

- (1) take over and conduct in Your name or that of the person claiming under the policy the defence or settlement of any claim, or
- (2) take proceedings for Our own benefit to recover any payment We have made under this policy.

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

Your Duty to Prevent Damage

You must, at all times

- (1) take all reasonable steps to safeguard Your Vehicle from Damage
- (2) maintain Your Vehicle in a roadworthy condition
- (3) allow Us free access to examine Your Vehicle.
- (4) maintain any advanced driver assisted systems and their components in accordance with the original vehicle manufacturers' technical specifications,
- (5) take reasonable steps to ensure that any advanced driver assisted systems are in full working order following an incident involving Your Vehicle where The Insured knew or should reasonably suspect that the functionality of such systems may have been compromised or become ineffective,
- (6) install any safety critical software updates made available by and/or approved by the original vehicle manufacturer of Your Vehicle that You, the driver or any occupant of Your Vehicle ought to reasonably be aware of,
- (7) only ever modify, install, or permit the installation or alteration of Your Vehicle's software that is made available by and/or approved by the original vehicle manufacturer of Your Vehicle.

Policy Exceptions

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

We will not provide cover in respect of

- (1) any Damage or Bodily Injury while any vehicle insured under this policy is being
 - (a) driven or used other than in accordance with the terms of Your Certificate of Motor Insurance, and/or as stated in The Schedule including Your Vehicle Schedule included therein
 - (b) driven by or is in the charge of any person for the purposes of being driven who
 - (i) does not hold a licence to drive Your Vehicle, has never held one or is disqualified from holding or obtaining such a licence
 - (ii) is not complying with the terms and conditions of their licence
 - (iii) does not hold the appropriate licence for the type of vehicle.

This Exception will not apply to The Insured

- while Your Vehicle is in the custody or control of a member of the motor trade for the purposes of its maintenance or repair, or an employee of a hotel, restaurant or car parking service for the sole purpose of parking
- if the Damage or Bodily Injury was caused following the Theft of Your Vehicle
- if the person driving does not hold a licence to drive and You had no knowledge of this.

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

- (2) any liability You have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
- (3) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except to the extent that We must provide cover under the Road Traffic Acts.
- (4) loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exception will not apply to radioactive isotopes, other than nuclear fuel, when such isotopes are carried, stored or used in the normal course of operations by The Policyholder for commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.
- (5) any deliberate or reckless act, caused by You or any person entitled to drive
- (6) any consequence whatsoever which is directly or indirectly from or in connection with any Cyber Act, except to the extent that We must provide cover under the Road Traffic Acts
- (7) any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reproduction of any Data, including any amount pertaining to the value of such Data, except to the extent that We must provide cover under the Road Traffic Acts
- (8) the VAT element of any claim where You and/or Your business are VAT registered and are able to recover VAT.

Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Accessories

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

Advanced Driver Assisted System/ADAS

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

Agricultural Vehicle

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

Alternative Fuel Vehicle

An Electric Vehicle, Hydrogen Fuel Vehicle or a Plug-in Hybrid Vehicle.

Approved Repairer

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

Automated Driving Mode

Any vehicle operating mode in which the vehicle is driving itself as defined in the Automated and Electric Vehicles Act 2018 or Road Traffic Acts.

Automated Vehicle

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

Bodily Injury

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

Certificate of Motor Insurance

The current document that proves You have the motor insurance required by the Road Traffic Acts to use Your Vehicle on a road or other public place. It shows who can drive Your Vehicle and what it can be used for.

It does not show the cover You have.

Compensation

Damages, including interest.

Computer System(s)

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

Cyber Act

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

Damage

Accidental loss, destruction or damage.

Data

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

Electric Vehicle

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

Excess/Excesses

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

The amount(s) applies to each individual vehicle.

Fire

Fire, self-ignition, lightning and explosion.

Goods-carrying Vehicle

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

Green Card

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

Hazardous Location

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Spaceports
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Military bases
- Rail trackside
- Any other rail property

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

High Category Hazardous Goods

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

1: Explosive substances and articles

5.2: Organic peroxides

6.1: Toxic substances

6.2: Infectious substances

7: Radioactive material.

Hydrogen Fuel Vehicle

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

Ignition Keys

Any key, device or code used solely for the purposes of securing, gaining access to, and enabling Your Vehicle to be started and driven.

Market Value

The cost of replacing Your Vehicle with one of the same make, model, specification and condition.

Novice Driver

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

Period of Insurance

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

Personal Belongings

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

Plug-in Hybrid Electric Vehicle

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

Pollution or Contamination

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

Private Car

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

Repair Quality

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

Road Traffic Acts

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

Safety Critical Software

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

Software

Any Software, Safety Critical Software, firmware, operating systems, electrical control systems, Data, data storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time.

Terrorism

- (1) Any act or acts including but not limited to
 - (a) the use or threat of force and/or violence; and/or
 - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes or is claimed to be caused or occasioned in whole or in part for such purposes.
- (2) Any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

The Business

Activities directly connected with the business specified in The Schedule.

The Insured

- (1) You.
- (2) Your personal representatives for legal liability You incur.
- (3)
 - (a) Any person who is permitted by the Certificate of Motor Insurance and The Schedule to drive and use Your Vehicle, while driving or using Your Vehicle
 - (b) At Your request, any passenger travelling in, or getting into or out of Your Vehicle.

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

The Limit of Indemnity

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

The Schedule

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

The Territorial Limits

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

Theft

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

Trailer(s)

Any drawbar trailer, semi-trailer or articulated trailer.

We/Us/Our/Aviva

Aviva Insurance Limited.

Written Down Value

The net book value of Your Vehicle as included on the balance sheet, financial statements and accounts of the owner or leasing company of Your Vehicle, after accounting for depreciation or amortization.

Written Down Value does not include contract or agreement charges or similar, including, but not limited to, costs, fees, levies, duties, penalties, expenses, debt, default, VAT or any other financial loss.

You/Your/The Policyholder

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

Your Vehicle

Any motor vehicle

- (1) registered in or in the process of being registered in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which is described in The Schedule, or any other motor vehicle for which details have been supplied to Us and a Certificate of Motor Insurance has been issued and remains effective
- (2) loaned to You or a permitted driver as shown on your Certificate of Motor Insurance by a supplier We have nominated following a claim under the policy.

Complaints Procedure

What to do if you are unhappy

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

What will happen if you complain

If your complaint is not resolved quickly:

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

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

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

Financial Services Compensation Scheme

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

Customers with Disabilities

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



Finalise Form

Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited. Registered in Scotland, No. SC00 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

SCOF17146 10.2024

