

Commercial Vehicle

Policy booklet



Underwritten by Aviva Insurance Limited



Welcome to Policyfast

Welcome to **Your** new Commercial Vehicle policy exclusively arranged via Policyfast Limited with Aviva Insurance Limited.

Your insurance Policy comprises this booklet and **Your Schedule**. **You** should read these documents carefully and keep them in a safe place together with copies of any documentation **You** have provided to **Us**.

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Welcome to Your Van

And automatic membership of Our exclusive club benefits.

Choosing **Your** Van from Aviva, gives **You** automatic membership to Our Club Insurance service and access to the exclusive Clubline claims service; **0800 678 999**

Why Clubline is good for You

Clubline is a freephone number, offering help and assistance within the **Territorial Limits** and operating 24 hours a day, 365 days of the year. It is designed to ensure any motoring problems **You** encounter are resolved swiftly and smoothly, keeping **Your** motoring life as stress free as possible.

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.

If You need to claim

Simply phone the Clubline and a Club Personal Incident Manager will record details of the incident **You** describe. They will be able to confirm:

- Whether **Your** policy covers **You** for the incident.
 - Please report all accidents to **Us** immediately on 0800 678 999 so **We** can tell **You** what to do next and help resolve any claim
 - immediate claim reporting also allows **Us** to manage Our costs which helps keep premiums down
 - If **You** receive any contact from another party in relation to **Your** claim please redirect this to **Us** and **We** will handle it on **Your** behalf
- Any **Excess** that **You** will have to pay.
- All the steps involved in the process of making a claim.

If **You** are calling about an existing claim, please call **0800 056 4295**

Next...

You will be sent a statement of fact and contacted by **Your** Personal Incident Manager to confirm the details that **You** have already provided to Clubline. All **You** need to do is add any relevant information, check and sign it. It's never been easier!

The practicalities

If **You** are involved in an accident, phone Clubline on **0800 678 999** and if the incident is covered **We** will arrange for:

- **Your Vehicle** to be recovered
- A safe passage home or completion of **Your** journey for **You** and **Your** passengers
- **Your** Personal Incident Manager to talk **You** through the claims process.

If the incident is not covered under **Your** policy **We** can still arrange to assist **You**. However, a charge will be made.

Important

When telephoning Clubline, please try to have **Your** policy number ready (as shown on **Your Schedule**). This will enable **Your** Club Personal Incident Manager to find **Your** policy records quickly and provide the level of service that **You** expect.

For existing claims please call **0800 056 4295**.

For Our joint protection, calls may be recorded and/or monitored.

Your Aviva policy

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 **Your** 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 continue 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 booklet.

Administration charge

We reserve the right to apply an administration charge of up to £10 (subject to Insurance Premium Tax where applicable) for any adjustments **You** make to **Your** policy.

Use of Language

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

Choice of Law

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

- 1 **You** and **Us** agree otherwise; or
- 2 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, 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.

Contract of Insurance and Information and Changes We need to know about the contract of insurance

This policy is a contract of insurance between the **Policyholder** and **Us**.

The **Policyholder** enters into a contract with **Us** when they agree to take out the policy on the terms and conditions **We** have offered and to pay the premium. It is the **Policyholder's** responsibility to ensure that all persons insured are aware of the terms of this policy.

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

- Policy booklet.
- Information contained on **Your** application and/or statement of fact document as issued by **Us**.

- **Schedule.**
- Any **Clauses** endorsed on this policy, as set out in **Your Schedule**.
- **Certificate Of Motor Insurance.**
- Any changes to **Your** insurance policy contained in notices issued by **Us** at renewal.
- The information under the heading "Important Information" which **We** provide to **You** when **You** take out or renew **Your** policy.

In return for paying **Your** premium, **We** will provide the cover shown in **Your Schedule** under the terms and conditions of this policy booklet during the **Period Of Insurance**. Any change agreed during the **Period Of Insurance** will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and **Clauses** of this policy.

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

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

A circumstance is material if it would influence our judgement in determining whether to provide the cover and, if so, on what terms. If **You** are not sure whether a circumstance is material ask

Your insurance adviser. If **You** fail to tell **Us** it could affect the extent of cover provided under the policy.

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

Breach of Term

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

Terms not relevant to the actual loss

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

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

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

Definitions

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

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

Approved Repairer

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

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 **You** can use it for.

The **Certificate Of Motor Insurance** does not show the cover **You** have.

Clause

Changes in the terms of **Your** policy. These are shown in **Your Schedule**.

Excess

The amount **You** will have to pay towards any claim.

Fire

Fire, self-ignition, lightning and explosion.

Green Card

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

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

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

Ignition Keys

Any key, device or code used by **You** to secure, gain access to and enable **Your Vehicle** to be started and driven.

Loss Of Any Limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

Market Value

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

Period Of Insurance

The period of time covered by this policy, as shown in the **Schedule** or until cancelled. Each renewal represents the start of a new **Period Of Insurance**.

Personal Belongings

Personal property within **Your Vehicle** including portable audio equipment, multi media equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to **Your Vehicle**.

Repair Quality

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to **Your Vehicle** by Our **Approved Repairer**.

Road Traffic Acts

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

Schedule

The document which gives details of the cover **You** have.

Territorial Limits

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

Terrorism

Any consequence whatsoever resulting directly or indirectly from or in connection with **terrorism**, regardless of any contributory cause or event, except where such liability is required to be covered by the **Road Traffic Acts**

Theft

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

Trailer

Any drawbar **Trailer** or semi-**Trailer**.

We/Us

Aviva Insurance Limited except where otherwise shown for any policy section.

You

The **Policyholder** named in the **Schedule**

Your partner

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

Your Vehicle

Any motor vehicle described in the **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 to **You** and remains effective. Any motor vehicle loaned to **You** or a permitted driver shown on **Your Certificate Of Motor Insurance** by a supplier **We** have nominated following a claim under the policy.

(This is applicable to Comprehensive cover only)
Any motor vehicle not exceeding 3.5 tonnes gross vehicle weight loaned to **You** or a permitted driver 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. (This is applicable to Comprehensive cover only)

Section 1

Loss of or damage to Your Vehicle

If **Your Vehicle** is lost, stolen or damaged, **We** will:

- pay for **Your Vehicle** to be repaired; or
- replace **Your Vehicle** ; or
- pay **You** a cash amount equal to the loss or damage.

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

The same cover applies to:

- **Accessories**
- spare parts and components for **Your Vehicle**
- fixtures and fittings while these are in or on **Your Vehicle** or while in **Your** private garage.

The most **We** will pay will be the **Market Value** of **Your Vehicle** at the time of the loss.

If **We** know that **You** are still paying for **Your Vehicle** under a hire-purchase or leasing agreement, **We** will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

Accident recovery

Within the **Territorial Limits** **We** can arrange for the protection and removal of **Your Vehicle** in the event of an accident please ring Our Clubline and **We** will arrange for the following at no additional cost:

- someone to come out and help. If **Your Vehicle** cannot be made roadworthy immediately it will be taken to Our nearest **Approved Repairer**.
This rescue service also applies if **You** have an accident in the Republic of Ireland (call 1800 535005)
- **Your Vehicle** can be taken to a repairer of **Your** choice if this is nearer, but this may lead to delays in arranging the repairs to **Your Vehicle**
- transport for **You** and **Your** passengers home or for the completion of **Your Vehicle** journey
- the onward transportation of any messages on **Your** behalf
- delivering **Your Vehicle** back to **Your** address within the **Territorial Limits** after the repairs have been carried out.

In providing accident recovery assistance **We** will use Our reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if, in Our opinion, the demands made are Excessive, unreasonable or impractical.

Repair Guarantee

We will provide **You** with a lifetime guarantee on **Repair Quality** carried out on **Your Vehicle** by Our **Approved Repairer** for as long as **You** hold a continuous contract of motor insurance with **Us**, subject to **You** maintaining **Your Vehicle** in a roadworthy condition. If **You** no longer hold a valid contract of insurance with **Us**, **We** will continue to guarantee the repair for a period of 3 years from the date of completion of the repairs or for the remainder of the original manufacturers warranty for **Your Vehicle** if greater than 3 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/supplier.

Exclusions to Repair Guarantee

Damage under the **repair guarantee** arising from deterioration and wear and tear or parts and component failures.

New vehicle replacement

We will replace **Your Vehicle** with a new vehicle of the same make, model and specification (if one is available in the UK) if, within six months of **You** or **Your Partner** buying **Your Vehicle** from new:

- the cost of repairing any damage covered by the policy is more than 60% of the vehicle's UK list price (including vehicle tax and VAT) when **You** or **Your Partner** bought the vehicle; or
- **Your Vehicle** is stolen and not recovered.

We will only replace **Your Vehicle** if:

- **You** or **Your Partner** own **Your Vehicle** or are buying it under a hire-purchase agreement, or other type of agreement where ownership passes to **You** or **Your Partner** and the Financing Company agrees; and;
- **You** or **Your Partner** are the first registered keeper of **Your Vehicle** or **You** and **Your Partner** are the second registered keepers

of **Your Vehicle**, if **Your Vehicle** has been preregistered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **You** or **Your partner**, the mileage of **Your Vehicle** was less than 250 miles.

Vehicles sold as 'ex-demonstrators' and 'nearly new' do not qualify for replacement under this section.

Excesses

If **Your Vehicle** is lost, stolen or damaged, **You** are responsible for paying the **Excess** shown in **Your Schedule**, no matter how the loss or damage happened.

The **Excess** shown below will apply as well as any other **Excess** for damage claims, while the person driving **Your Vehicle** is:

Excess amount

- | | | |
|---|------------------|------|
| a | Aged 20 or under | £300 |
| b | Aged 21 to 24 | £200 |

The **Excess** applied to windscreen claims can be found in Section 8 of this booklet.

Uninsured Driver Promise

If the driver of **Your Vehicle** is involved in an accident caused by an uninsured motorist, **We** will refund the cost of any **Excess You** have had to pay. **You** must provide:

- the vehicle registration and the make/model of the vehicle; and
- the driver's details

This promise only applies where the driver of **Your Vehicle** was not at fault for the accident.

Exclusions to section 1 of Your policy

We will not pay for:

- 1 Loss of use, wear and tear, deterioration, depreciation.
- 2 Mechanical, electrical or electronic failure, breakdown or breakage.
- 3 Computer and equipment failure or malfunction.
- 4 Loss or damage arising from **Theft** whilst the **Ignition Keys of Your Vehicle** have been left in or on **Your Vehicle** .
- 5 Damage to tyres by braking or by punctures, cuts or bursts.
- 6 Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- 7 Loss of value following repair.
- 8 Loss or damage caused directly or indirectly by **Fire if Your Vehicle** is equipped for the cooking or heating of food or drink.
- 9 Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

In respect of Mobile Shops - Including Fixtures and Fittings and Fire Conditions

- (1) **We** will pay, under Section 1 of the policy, for loss or damage caused by **Fire if Your Vehicle** is a mobile shop and is equipped for the cooking or heating of food or drink.
- (2) Exception 8 to Section 1 is cancelled
- (3) **We** will not pay, under Section 1 of the policy, for loss of or damage to **Your Vehicle** by **Fire** unless:
 - (a) **Your Vehicle** contains a **Fire** blanket and an appropriate **Fire** extinguisher, both conforming to relevant British Standards
 - (b) the **Fire** extinguisher is maintained in accordance with the manufacturer's recommendations, instructions & guidance and is located in a readily accessible position, adjacent to an exit.
 - (c) all drivers of **Your Vehicle** and all food operatives are fully trained in the use of **Fire** blankets and **Fire** extinguishers
 - (d) heat equipment (such as deep-frying, frying or cooking equipment) must not be

- left unattended while hot, lit or switched on nor for a period of 20 minutes after the heat equipment has been switched off
- (e) all extraction hoods, canopies, filters, grease traps and the like are thoroughly cleaned and all grease and oil deposits are removed at least every 30 days.

Subject otherwise to the terms and conditions shown in the Policy

Section 2 Liability to third parties Your liability to third parties

We will insure **You** for any compensation **You** may have to pay (and any expenses **We** agree) as a result of **You** being legally liable following:

- death or bodily injury to anyone else for an unlimited amount; and
- damage to anyone else's property, up to £2,000,000 for any one claim or all claims arising from any one incident.

The amount payable under bullet 2 above for damage to property is limited to £1,000,000 while **Your Vehicle** is:

- (i) carrying any **High Category Hazardous Goods**.
- (ii) being used or driven at any **Hazardous Locations** other than in an area designated for access or parking by the general public.

This section only applies if the death, bodily injury or damage arises out of an accident caused by or in connection with:

- **Your Vehicle** including its loading and unloading; or
- Any **Trailer** while it is being towed by **Your Vehicle** .

Liability to other people who drive or use Your Vehicle

On the same basis that **We** insure **You** under this section, **We** will also insure the following persons:

- any person **You** give permission to drive **Your Vehicle** provided that **Your Certificate Of Motor Insurance** allows that person to drive **Your Vehicle**
- any person **You** give permission to use (but not drive) **Your Vehicle** , but only whilst using it for social, domestic and pleasure purposes

- any passenger travelling in or getting into or out of **Your Vehicle** .

Insurance for the owner of the vehicle (leasing or contract hiring agreements)

If **We** know **Your Vehicle** is the subject of a leasing or contract hire agreement between **You** and the owner of **Your Vehicle**, **We** will insure the owner in the same way that **We** will insure **You** under this section if there is an accident while **Your Vehicle** is let, on hire or leased under the agreement, as long as

- **Your Vehicle** is:
 - not being driven by the owner;
 - not being driven by a person who is employed by the owner; or
 - in the charge of but not being driven by the owner or any person who is employed by the owner;
- and:
- the owner cannot claim under another policy; and
- the owner follows the terms, exclusions and conditions of this policy as far as they can.

Legal personal representatives

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

Legal costs

We will pay the following legal costs if they relate to an incident which is covered under this section.

- The fees of solicitors **We** ask to represent anyone **We** insure under this section at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a court of summary jurisdiction.
- Fees for legal representatives **We** ask to defend anyone **We** insure under this section when proceedings are taken for manslaughter, or reckless or dangerous driving.

Duty of Care – driving at work, legal costs

We will pay:

- **Your** 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
 - Health and Safety at Work (Northern Ireland) Order 1978
 - Corporate Manslaughter and Corporate Homicide Act 2007

We will not pay:

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period Of Insurance** within **The Territorial Limits** and in connection with the business.
- (2) unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **You** of any motor vehicle or **Trailer** in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**.
- (3) in respect of proceedings which result from any deliberate act or omission by **You** or any **named driver**.
- (4) where indemnity is provided by another insurance policy.

The limits of indemnity in respect of such legal fees, expenses and costs are:

- (a) Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000
- (b) Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited

Exclusions to section 2 of Your policy

We will not cover the following.

- 1 Any claim if any person insured under this section does not keep to the terms, exclusions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy.
- 2 Death of or injury to any employee of the insured person which arises out of or in the course of that employee's duties, unless **We** must provide cover under the **Road Traffic Acts**.
- 3 Any claim, if the claim relates to loss or

- damage to property that belongs to anyone insured under this policy or is in their care.
- 4 Loss, damage, death or bodily injury caused or which 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.
 - 5 Damage to premises (or to the fixtures and fittings) where the damage is insured by another policy.
 - 6 Damage to any vehicle where cover in connection with how the vehicle is used or driven is provided under this section.
 - 7 All loss, damage, death or bodily injury caused directly or indirectly by pollution or contamination, unless it is caused by a sudden, identifiable, unintended and unexpected incident which happens in total at a specific time and place during the **Period Of Insurance**, unless the liability cover is a requirement of the **Road Traffic Acts**. For the purposes of this exception, pollution or contamination means all pollution or contamination of buildings or other structures, or of water, land or the atmosphere.
 - 8 The death, bodily injury or illness of any person caused by food poisoning, anything harmful contained in any goods supplied, or any harmful or incorrect treatment given at or from the vehicle.
 - 9 All loss, damage, death or bodily injury while **Your Vehicle** is being used in:
 - a the part of an aerodrome or airport which is used for aircraft taking off or landing;
 - b aircraft parking areas, including the associated service roads and ground equipment areas; and
 - c areas of passenger terminals which come within the customs examination area, except where this liability must be covered by the **Road Traffic Acts**.
 - 10 To any consequence whatsoever resulting directly or indirectly from or in connection with **terrorism**, regardless of any contributory cause or event, except where such liability is required to be covered by the **Road Traffic Acts**.

Section 3

Injury to You or Your partner

If **You** or **Your Partner** suffer accidental bodily injury in direct connection with **Your Vehicle** or while getting into, out of or travelling in any other vehicle, not belonging to **You** or hired to **You** under a hire purchase agreement, **We** will pay to the injured person £2,500 if, within three months of the accident, the injury is the sole cause of:

- death
- irrecoverable loss of sight in one or both eyes
- **Loss Of Any Limb**.

The most **We** will pay any one person after any accident is £2,500.

The most **We** will pay any one person 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 vehicle or vehicles the injured person will only be able to obtain compensation for their injuries under one policy.

Exclusions to section 3 of Your policy

We will not pay for:

- 1 corporate organisations or firms;
- 2 death or bodily injury arising from suicide or attempted suicide; or
- 3 anyone who is 70 or older at the time of the accident.

Section 4

Medical expenses

If **You** or any other person in **Your Vehicle** are injured as a direct result of **Your Vehicle** being involved in an accident, **We** will pay for:

- the medical expenses arising in connection with that accident. The most **We** will pay for each injured person is £100.

Section 5

Personal Belongings

We will pay **You** (or at **Your** request, the owner) for loss or damage to **Personal Belongings** caused by **Fire**, **Theft** or an accident while they are in or on **Your Vehicle**. The maximum amount payable for any one incident is £100. **You** can only make a claim under this section when also claiming under Section 1 - Loss of or damage to **Your Vehicle**.

Exclusions to section 5 of Your policy

We will not pay for:

- 1 money, stamps, tickets, documents or securities (such as share and premium bond certificates); or
- 2 goods or samples, tools of trade, ropes or tarpaulins carried in connection with any trade or business.

Section 6 Emergency treatment

We will reimburse any person using **Your Vehicle** for payments made under the **Road Traffic Acts**

for emergency medical treatment.

A claim solely under this section will not affect **Your** no-claim discount.

Section 7 No claim discount

If no claim is made under **Your** policy, **We** will increase **Your** no claim discount, or where **You** have made a claim, **We** may reduce **Your** no claim discount when **You** renew **Your** policy in line with the scale **We** apply at that time.

Where **You** have made a claim, **We** may reduce **Your** no claim discount in line with the scale **We** apply at that time.

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

- the accident was not **Your** fault and the driver who caused it was uninsured
- **You** have protected **Your** no claim discount as shown in **Your Schedule**.

If **Your** renewal is due and investigations are still on-going, **You** may lose **Your** no claim discount temporarily. Once Our investigation is complete and **We** have confirmed that the accident was the fault of the third party, **We** will restore **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.

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.

You must telephone Our Clubline before any work is carried out. **We** will direct **You** to an **Approved Repairer**.

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. **Your** no claim discount will not be affected by making a claim under this section.

Section 9 Continental use and compulsory insurance requirements

As well as providing cover within the **Territorial Limits**, this policy, in line with European Union directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- any other country which is a member of the European Union;
- and

- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of European Communities Directive 72/166/EEC relating to civil liabilities arising from using a motor vehicle (eligible countries change from time to time so ask **Your** insurance adviser for the current list).

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.

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Section 1	Loss of or damage to Your Vehicle - if Your Vehicle is lost, stolen or damaged	✓	Fire and Theft Only	✗	4
Section 2	Liability to third parties - Covering other people and their property	✓	✓	✓	6
Section 3	Injury to Your partner	✓	✗	✗	8
Section 4	Medical Expenses	✓	✗	✗	8
Section 5	Personal Belongings	✓	✗	✗	9
Section 6	Emergency Treatment	✓	Excluding Vehicle Recovery	Excluding Vehicle Recovery	9
Section 7	No Claim Discount	✓	✓	✓	9
Section 8	Glass	✓	✗	✗	9
Section 9	Continental use - compulsory insurance	✓	✓	✓	10

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 rest of the European Union and certain other European countries 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.

Section 10 Replacement locks

If **Your Ignition Keys** are lost or stolen **We** will pay the cost of replacing the:

- affected locks;
 - lock transmitter and central locking interface;
 - affected parts of the alarm and/or immobiliser;
- provided that **You** can establish to Our satisfaction that the identity or garaging address of **Your Vehicle** is known to any person who is in possession of **Your Ignition Keys**.

In the event of any claim under this section, the courtesy and hire car benefits under Section 1 are applicable. **Your** No Claims Discount will not be disallowed solely as a result of a claim under this section.

General exclusions

General exclusions apply to the whole of Your Aviva policy

We will not pay for:

- 1 Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - a used otherwise than for the purposes 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; or
 - is not described under the section of **Your Certificate Of Motor**

Insurance headed 'Permitted Drivers'; or

- does not have a valid and current licence to drive **Your Vehicle** ; or
- is not complying with the terms and conditions of the licence; or
- does not have the appropriate licence for the type of vehicle.

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 car 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 reason of the person driving not having a driving licence, if **You** had no knowledge of such deficiency.
- 2 Any liability **You** have agreed to take on except to the extent **You** would have had if that agreement did not exist.
 - 3 a Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
 - b Any legal liability that is directly or indirectly caused by, contributed to by or arising from:
 - i. ionising radiations 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 other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - 4 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**.

- 5 Any accident, injury, loss or damage if **Your Vehicle** is registered outside the **Territorial Limits**.

General conditions

General conditions apply to the whole of Your Aviva policy

Claims procedure

- 1 **You** must report any accident, injury, loss or damage to **Us** as soon as possible 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 any claim, please re-direct this to **Us** and **We** will manage it on **Your** behalf **You** or anyone acting on **Your** behalf must also 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.

- 2 **You** or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without **Our** written consent.

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

We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **Us** all the information, documents and assistance **We** require to enable any claim to be validated for **Us** to achieve a settlement.

- 3 **You** must notify the Police as soon as reasonably possible if **Your Vehicle** is lost, stolen or broken into.

Cancelling this policy

4 Your right to cancel

Following the expiry of **Your** 14 day statutory cooling off period, **You** continue to have the right to cancel this policy and/or any additional cover options provided by Aviva at any time during its term. If **You** do so, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover.

If **You** cancel **Your** policy **We** will also charge up to £10 (plus Insurance Premium Tax where applicable) to cover the administrative cost of providing this policy.

To cancel please contact **Your** Insurance Adviser.

Our right to cancel

We (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this policy and/or any additional cover options provided by Aviva, where there is a valid reason for doing so, by sending at least 7 days' written notice to **Your** last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due, **We** will write to **You** requesting payment by a specific date. 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 from the cancellation date shown in the letter.
- Where **We** reasonably suspect fraud.
- Where the persons insured fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims procedure' section of the General Conditions in this policy booklet.
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Contract of Insurance and

Information and Changes **We** need to know about' section in this policy booklet and the separate "Important Information" notices supplied.

If **We** cancel the policy and/or any additional cover options provided by Aviva under this section, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **We** cancel the policy **We** will also charge up to £10 (pUs Insurance Premium Tax where applicable) to cover the administrative cost of providing this policy.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a **Policyholder** to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where Our investigations provide evidence of fraud or a serious non-disclosure **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

Other insurance

- 5 If, at the time of any claim arising under this policy, there is any other insurance covering the same loss, damage or liability, **We** will only pay Our share of the claim. This condition does not apply to personal accident benefits under section 3 which **We** will pay as shown under that section. **We** do not have to accept any liability under section 2 which **We** would otherwise be entitled to exclude under exception 1 to section 2.

Your duty to prevent loss or damage

- 6 **You** must take all reasonable steps to protect **Your Vehicle** from loss or damage at all times.

You must continue to keep **Your Vehicle** in an efficient condition, and **We** will have free access to examine **Your Vehicle** and **Trailer** at all times.

Your duty to follow the policy conditions

- 7 **We** will provide insurance under this policy as long as **You** follow the conditions of this policy.

Fraud

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

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

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

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

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

If **We** cancel a person's cover above shown

under c, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act

Payments made under compulsory insurance regulations and rights of recovery

9 If under the law of any country in which this policy applies, **We** have to settle a claim which **We** would not have to pay if this law did not exist, **We** reserve the right to recover these payments from **You** or from the person who is liable.

Mileage

10 **We** have the right to look at the mileage on **Your Vehicle** at any time, as **Your** policy has been rated on **Your** annual mileage. If **You** have gone over the stated annual mileage, **We** will increase **Your** premium to that which applies to the higher annual mileage limit. If **We** become aware that **You** have gone over **Your** stated annual mileage at the time of a claim, **We** will take the extra premium from the claims payment. The higher premium will apply from the start date of the **Period Of Insurance**.

Your duty to disclose information

Non Disclosure, Misrepresentation or Misdescription

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

- 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.

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 would have reduced it by less than **We** did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in **Schedule 1** to the Insurance Act 2015.

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

Complaints procedure

We aim to provide a first class service to all Our **Policyholders**, however occasionally an enquiry or a complaint may arise which will usually be resolved quickly and efficiently to Our **Policyholders'** satisfaction.

If **You** have an enquiry or cause to make a complaint regarding **Your** policy please contact the broker/agent who arranged the Insurance for **You**.

In the event **Your** complaint is about Policyfast, please contact: -

Operations Manager
Policyfast Limited
Unit 5 Vantage Park
Washingley Road
Huntingdon
PE29 6SR

Complaints which the insurer is required to resolve will be passed on by **Us** to them. **We** will notify **You** where **We** do this, and monitor the progress of their investigations.

If **You** are unhappy with the outcome of **Your** complaint **You** may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (calls from UK landlines or mobiles are free)or
0300 123 9123

Or simply log on to their website at
www.financialombudsman.org.uk.

Whilst **We** are bound by the decision of the FOS, **You** are not.

Following the complaints procedure does not affect **Your** right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation scheme. **You** may be entitled to compensation from this scheme if **We** cannot meet Our obligations, depending on the type of insurance and the circumstance of **Your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk or write to:

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

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Policyfast