

Keeping business on the move

Fleetwise Salary Sacrifice Policy

Thank you for choosing Aviva This policy sets out your full insurance details. If we can help in any way, just ask your insurance broker.

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Welcome to Fleetwise – and Fleetline.

First things first – it's important that you keep this document in a safe place, and keep note of your policy number and the Fleetline number **(0800 246 876)** so we can help you as quickly as possible in the event of an emergency.

And if you have any questions about your Fleetwise cover, or would like it to cover even more, just get in touch with your insurance broker.

Making a claim

Fleetline – there to help 24/7, 365 days a year

Should you need to make a claim under this policy, please contact us using the appropriate telephone number shown below:

Fleetline - 0800 246 876

In all cases, please quote your policy number.

Our national network of repairers provides repairs guaranteed for three years.

If one of your salary sacrifice scheme drivers is involved in an accident or needs to make a claim, just one call to Fleetline will help get your business back on the road as quickly and as easily as possible. And you'll have a dedicated Personal Incident Manager to handle your claim from beginning to end, hassle-free and form-free. They'll keep you up to date on its progress too.

They'll first need to confirm that the incident is covered by your policy, and let you know of any excess you'll need to pay. And then our expert claims department will get to work getting your business back on track. If the vehicle can't be driven, your Personal Incident Manager will also help by:

- arranging for vehicle recovery to an approved repairer; and
- getting in touch with anyone who needs to know that you've been involved in an accident.

Contract of insurance

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 provided by you and/or the application form;
- the information contained in the statement of fact 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 paid or agreed to pay the premium, we will provide the cover set out in this policy, to the extent of and subject to the terms and conditions 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 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.

Information about your policy

Administration charge

We reserve the right to apply an administration charge of up to £10 (plus Insurance Premium Tax at the appropriate rate, where applicable) for any adjustments you make to your policy.

Choice of law

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

1. 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
2. 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
3. Should neither of the above be applicable, the law of England and Wales will apply.

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.

Customers with Disabilities

All documentation is also available in large print, audio and braille. If you require any of these formats please contact Your Usual Insurance Advisor.

Use of Language

All communications relating to this contract will be in English.

Definition of terms

To save lengthy repetition, wherever the following words or phrases occur in this policy they will have the meaning set out below. A particular word or phrase, which is not defined, will have its ordinary meaning.

Accessories

Parts of your vehicle which are not directly related to how it works as a vehicle. This includes spare parts, 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.

Advanced Driver Assisted Systems/ADAS

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

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.

Certificate of Motor Insurance

The current document that proves you have the motor insurance required by the Road Traffic Act 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.

It does not show the cover you have.

Computer Systems

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.

Clause

An additional or alternative wording which, when applied to your policy, changes its terms. Those clauses applicable are identified in your schedule.

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.

Data

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

Excess

The amount, or amounts, shown in your policy, schedule or clause, which we deduct from each and every claim for loss of or damage to your vehicle or other property insured.

The amount applies to each individual vehicle.

Fire

Fire, self-ignition, lightning and explosion.

Goods-carrying Vehicle

Any motor vehicle manufactured or adapted for the carriage of goods which appears in the schedule of vehicle types as Goods-carrying Vehicle.

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.

Ignition keys

Any key, device or code used by you to secure, gain access to, and enable 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.

Motor Cycle

Any mechanically propelled two-wheeled vehicle with or without a sidecar or trailer attached which appears in the schedule of vehicle types as Motor Cycle. (A three-wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 46 centimetres apart shall be classed as a Motor Cycle.)

Period of insurance

The period of time covered by this policy as shown in the schedule and any further period for which we agree to insure you.

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.

Private Car

Any passenger-carrying motor vehicle with not more than 9 seats (including the driver) and not used for hire or reward which appears in the schedule of vehicle types as Private Car.

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.

Safety Critical Software

Any software which without being installed or updated would make it unsafe to use your vehicle.

Schedule

The document which gives details of the cover you have.

Software

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

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, 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, Slovakia, Slovenia, Spain, Sweden, and Switzerland (including Liechtenstein).

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

Theft

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

The insured/Insured person/You/Policyholder

The person, persons, company or companies described as the insured in the schedule.

The insurer/We/Us/Company

Aviva Insurance Limited.

Trailer

Any drawbar trailer, semi-trailer or articulated trailer.

Where your vehicle is an agricultural vehicle the term trailer includes any agricultural or forestry implement or machine.

Your vehicle

Any motor vehicle:

- a. registered in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and described in the schedule or any other motor vehicles for which details have been supplied to us and a certificate of motor insurance has been delivered to you and remains effective; or
- b. 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, which is a motor car or goods-carrying vehicle.

Specific definitions of 'your vehicle' appearing in this policy are set out opposite.

Your policy cover

Section 1 Loss of or damage to your vehicle

If your vehicle is lost, stolen or damaged, we will at our option:

- pay for your vehicle to be repaired; or
- replace your vehicle; or
- pay the amount of the loss or damage in cash.

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

The same cover also applies to accessories and spare parts relating to your vehicle while these are in or on your vehicle (or while in your private garage if your vehicle is a private car).

As the vehicle is being paid for under a salary sacrifice scheme we will pay any claim to the owner described in that agreement. Our liability under this policy will then end.

The maximum amount we will pay will be the market value of your vehicle immediately prior to the loss or damage.

Repair authorisation

You may authorise reasonable and necessary repairs without first obtaining our consent provided that a detailed estimate of the cost of repairs is sent to us as soon as possible.

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.

We can also arrange for transport home or completion of a journey for the 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 in order to claim for these costs.

The maximum we will pay is

- a. £100 per person
- b. £500 per accident.

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.

Vehicle total loss settlement

Where your vehicle is leased to you under a contract hire or contract purchase agreement in the event of your vehicle sustaining loss or damage to the extent that it is considered a total loss by us we will pay the written down value or the residual value of such vehicle in accordance with the conditions of such agreement, at the time of the loss or damage.

For the purposes of this policy 'total loss' shall mean damage beyond economic repair or loss by theft and not recovered.

Courtesy car and van

Standard courtesy vehicle cover

Where your vehicle is a private car or a goods-carrying vehicle (up to 7.5 tonnes GVW) following damage to the vehicle we will provide a courtesy vehicle for the duration that your vehicle is being repaired by an Aviva approved repairer.

Courtesy vehicles are supplied to reduce your inconvenience and where possible ensure you remain mobile throughout the duration of your claim. It is not intended to be an exact replacement for your own vehicle. All courtesy vehicles will have comprehensive cover under your existing policy for the period of the loan, and can be used in accordance with the use description detailed in your certificate of motor insurance.

Please note that a courtesy vehicle cannot be provided until your claim has been accepted and cover has been confirmed.

The table overleaf tells you what type of courtesy vehicle you will receive according to your situation.

This should be read in conjunction with the important information.

Important information

- A standard courtesy car is a Class A vehicle which is a small hatchback car.
- A standard courtesy van is a small V1 van.
- If your vehicle is immobile or unroadworthy we aim to provide a courtesy vehicle within one working day (however, if an incident occurs during a weekend, public holiday or Bank Holiday it may not be possible to provide a courtesy vehicle until the following working day).
- In order to avoid undue delays, please advise us during the early stages of your claim if an automatic transmission courtesy car is required. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic.

Conditions applying to courtesy vehicles

You will be responsible for:

- the cost of fuel used;
- collection and delivery charges (if they apply);
- any charges for fitting accessories; and
- any excess which would have applied to your vehicle which is temporarily replaced.

Returning replacement vehicles

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

What is my situation?

1. My car/goods-carrying vehicle up to 7.5 tonnes GWV is being repaired by an Aviva approved repairer.
2. My car/goods-carrying vehicle up to 7.5 tonnes GWV is being repaired by a repairer of my choice.
3. My car/goods-carrying vehicle up to 7.5 tonnes GWV cannot be repaired or has been stolen and is not recovered.
4. My vehicle is a 'grey' import and needs to be repaired.

What am I entitled to?

1. The approved repairer will provide you with a courtesy vehicle for the duration of the repairs.
Where the vehicle insured under the policy is a private car you will be provided with a courtesy car. Where the insured vehicle is a goods-carrying vehicle you will be provided with a courtesy van.
2. No courtesy vehicle will be provided if an approved repairer is not used.
3. Your claims handler will arrange for a courtesy vehicle for up to 14 days, or up until a settlement offer has been agreed (whichever is earlier).
4. If your vehicle is a 'grey' import (whether you are aware of this or not) we will provide you with a courtesy vehicle for up to 14 days only.

Exceptions to Section 1

We will not pay for:

1. any amount shown in the schedule as an excess;
2. loss of use, depreciation, wear and tear;
3. mechanical, electrical or electronic failure, breakdown or breakage;
4. computer and equipment failure or malfunction;
5. damage to tyres caused by braking or by punctures, cuts or bursts;
6. loss or damage directly arising from 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 arising from theft while the ignition keys of your vehicle have been left in or on your vehicle;
9. loss or damage arising during or in consequence of riot or civil commotion occurring:
 - a. in Northern Ireland;
 - b. outside of the territorial limits;
10. loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

Section 2 Your liability to third parties

We will indemnify you in respect of compensation you are legally liable to pay and all other costs and expenses incurred with our written consent arising from:

- a. death or bodily injury to third parties, for an unlimited amount;
- b. damage to third party property up to a maximum of:
 - i. £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) where your vehicle is a private car or motorcycle;
 - ii. £5,000,000 (excluding claimant's costs and expenses and any other costs and expenses) in respect of all other vehicles;
 - iii. £5,000,000 for claimant's costs and expenses and any other costs and expenses in relation to damage to third party property.

This section only operates where such 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.

In respect of terrorism where we are liable under the Road Traffic Acts the maximum amount that we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be:

- i. £5,000,000 in respect of all claims consequent on one originating cause; or
- ii. such greater sum as may in the circumstances be required by the Road Traffic Acts.

Liability of other persons driving or using your vehicle

On the same basis that we indemnify you under this section we will also indemnify the following persons:

- any person you give permission to drive your vehicle provided that your certificate of motor insurance allows that person to drive;
- any person you give permission to use (but not drive) your vehicle for social, domestic and pleasure purposes provided that such use is included within the certificate of motor insurance;
- any passenger travelling in or getting into or out of your vehicle;
- any hirer of your vehicle provided such use is not excluded by your certificate of motor insurance;
- at your request any of your directors or employees.

Indemnity to owner (leasing or hiring agreements)

If we know that your vehicle is the subject of a leasing or contract hire agreement between you and the owner, we will indemnify the owner in the same way that we indemnify 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 employed by the owner; or
- in the charge of but not being driven by the owner or any person employed by the owner;

and the owner:

- cannot claim under another policy; and
- observes the terms, exceptions and conditions of this policy as far as they can apply.

Indemnity to legal personal representatives

In the event of the death of anyone who is indemnified 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

If you, or anyone else, are involved in an accident which is covered under this section, we will pay the fees and disbursements of any legal representative we agree to, and defend anyone we insure under this section:

- at a coroner's inquest;
- at a fatal accident inquiry;
- in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the relevant offence carries a custodial sentence); or
- appeals.

Duty of Care – driving at work, legal costs

We will pay:

1. your legal fees and expenses incurred with our written consent for defending proceedings including appeals;
2. costs of prosecution awarded against you arising from any health and safety inquiry or criminal proceedings for any breach of the:
 - a. Health and Safety at Work etc Act 1974;
 - b. Health and Safety at Work (Northern Ireland) Order 1978;
 - c. Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands 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
4. where indemnity is provided by another insurance policy.

The limit of indemnity in respect of such legal fees, expenses and costs is:

Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000;

Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited.

Cross liabilities

Where there is more than one insured person named in your schedule, cover will operate for each one as if they are the only insured person covered under this policy, but the total liability of the insurer for all compensation payable in respect of damage to third party property shall not exceed:

- i. £20,000,000 where your vehicle is a private car or motorcycle;
- ii. £5,000,000 in respect of all other vehicles

in respect of any claim or a series consequent on one original cause.

Application of indemnity limits

In the event of an accident involving payment by us to more than one person any limitation by the terms of this policy or any clause relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and your liability shall be settled in priority.

Exceptions to Section 2

We shall not be liable in respect of:

1. any claim if any person indemnified under this section fails to observe the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment of indemnity under any other policy;
2. death or bodily injury to an employee of the person indemnified which arises out of the course of such employment except where such liability is required to be covered by the Road Traffic Acts;
3. loss or damage to property:
 - i. belonging to or in the care of anyone we indemnify who claims under this section;
 - ii. being conveyed by your vehicle (except where your vehicle is a private car);
4. loss, damage, death or bodily injury caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone other than the driver or attendant of your vehicle either bringing a load to your vehicle for loading on to it or taking a load away from your vehicle having unloaded it;
5. damage to premises (or to the fixtures and fittings) attaching solely as occupier (not as owner) where the damage is insured by another policy;
6. damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this section;
7. all loss, damage, death or bodily injury caused 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 except where such liability is required to be covered by the Road Traffic Acts. For the purposes of this exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere;
8. all loss, damage, death or bodily injury while your vehicle is being used in that part of an aerodrome or airport provided for the take-off or 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 except where such liability is required to be covered by the Road Traffic Acts;
9. any consequence whatsoever resulting directly or indirectly from or in connection with terrorism regardless of any other contributory cause or event except where such liability is required to be covered by the Road Traffic Acts.
10. 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 where the insured or any other person entitled to indemnity under this policy:
 - 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 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 have known or to have reasonably assessed that it was not appropriate to do so.

Additional covers Even more protection with your policy.

Section 3 Medical expenses

If you or any other occupant of your vehicle is injured as a direct result of your vehicle being involved in an accident we will pay for the medical expenses in connection with such injury up to a maximum sum of £350 in respect of each person injured.

Section 4 Personal belongings

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

The maximum amount payable for any one incident is £350.

When an amount is payable to any person other than you, we may make such payment directly to that other person and their receipt shall be a full discharge to us.

Exceptions to Section 4

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. any personal belongings if your vehicle is a motor caravan.

Section 5 Continental use/Compulsory insurance requirements

In addition to providing cover within the territorial limits, this policy in compliance with EU 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 8 (1) of EC Directive 209/103/ EC relating to civil liabilities arising out of the use of motor vehicles.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurs in another EU Member State, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable in Great Britain.

If you take your vehicle abroad – outside the territorial limits

The cover provided by this policy applies to your vehicle for which a green card and a foreign use endorsement have been issued. Cover is effective for the period specified in the green card.

Additional covers

Where your vehicle is being used within the territorial limits or in any country for which we have issued you with a green card, the following covers also apply:

1. the transit of your vehicle, including loading and unloading, between the countries specified, provided such transit is of not more than 65 hours; and/or
2. reimbursement of any customs duty you may have to pay on your vehicle after its temporary importation into any of the countries specified, subject to your liability arising as a direct result of any loss of or damage to your vehicle which is covered under Section 1; and/or
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 loss of or damage to your vehicle is covered under Section 1.

Section 6 Emergency treatment

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

Section 7 Replacement locks

Where your vehicle is a private car or a goods-carrying vehicle, if the ignition keys are lost or stolen we will pay the cost of replacing the:

- a. affected locks;
- b. lock transmitter and central locking interface;
- c. 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.

Section 8 Personal accident cover

If you, your partner or the driver of your vehicle suffers accidental bodily injury in direct connection with your vehicle within the territorial limits, we will pay to the injured person £5,000 if, within three months of the accident, the bodily 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 to any one person after any accident is £5,000.

The most we will pay any one person during any one period of insurance is £10,000.

If you, your partner or the driver of your vehicle have any other policies with us in respect of any other motor vehicles, you or that person will only be able to obtain compensation for injuries under one policy.

Exceptions to Section 8

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

Section 9 Child seat cover

If you have a child seat fitted in your vehicle and your vehicle is involved in an accident or damaged following fire or theft we will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage, subject to you making a claim under Section 1 of your policy.

Section 10 Legal services and advice (Uninsured Loss Recovery)

Definition

The following definition applies only to this section of the policy. The general definitions in this policy also apply where appropriate.

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.

What is covered

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 in respect of any one claim is £100,000.

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 Section 2 Your liability to third parties.

The maximum we will pay in respect of any one claim is £20,000.

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.

There are no consultation fees and lines are open 24 hours a day, 365 days a year, all you pay for is the phone call.

Call us on 0345 030 6972*

Please ensure you have your policy number to hand when you contact us.

*For our joint protection telephone calls may be recorded and/or monitored.

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 to Section 10

The following conditions apply to this section in addition to the general conditions where appropriate.

1. You must report your claim to us as soon as reasonably possible and in any event within 180 days after the date you discovered the incident.
2. You must allow us direct access to the appointed lawyer who will provide us with any information or opinion on your claim.
3. You must provide us with any information or instructions that we may reasonably ask for in relation to your claim. If we do not receive all of the information or instructions we need, we may delay or suspend your claim.
4. You must notify us immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
5. If you do not accept a payment into court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, we may refuse to pay further legal costs and expenses.
6. No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.

7. You must support us in the recovery, from the person(s) who you believe were responsible, of any legal costs and expenses that we have paid and pay those legal costs and expenses to us.
8. If you
 - a. settle or withdraw a claim without our prior agreement, or
 - b. do not give suitable instructions to the appointed lawyer, or
 - c. dismiss an appointed lawyer without our prior consent
 the cover we provide in respect of your claim will end immediately and we will be entitled to reclaim any costs and expenses we have incurred.
9. You must report any appeal or defence of an appeal to us at least 14 days prior to the deadline for the appeal.

Exceptions to Section 10

The following exceptions apply to this section in addition to the general exceptions where appropriate.

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. 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.
9. for a dispute with us in respect of the policy terms and conditions unless this is covered under Disputes and Arbitration
10. 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.

General exceptions

Your policy does not cover the following:

1. any accident, bodily injury, loss or damage while any vehicle insured under this policy is being:
 - a. used or driven other than in accordance with the terms of your certificate of motor insurance;
 - b. driven by or is in the charge of any person for the purposes of being driven who:
 - i. does not have 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 the licence;
 - iii. 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 sole purpose of parking;
- ii. if the accident, bodily injury, loss or damage was caused as a result of the theft of your vehicle;
- iii. if the person driving does not have a driving licence and you had no knowledge of such deficiency;

2. any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist, except as provided under Section 3;
3. a. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss;
- b. any legal liability of any nature directly or indirectly caused by or 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 resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
 - i. 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;
 - ii. any action taken in controlling, preventing, suppressing or in any way relating to i. above

except where such liability is required by the Road Traffic Acts.

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

General conditions

Our claims procedure

1. As soon as reasonably possible after any accident, loss or damage, you or your legal personal representatives must telephone us giving full details of the incident.
Any communication you receive about that incident should be sent to us immediately.
You or your legal personal representatives must 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.
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 own benefit to recover any payment we have made under this policy.
We shall have full discretion in the conduct of any proceedings or the settlement of any claim.
The person who is seeking payment under this policy shall give us all the information, documents and assistance we require to enable any claim to be validated for us to achieve a settlement.
3. Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, we may, at any time, pay you the full amount we are required to pay under the policy (less any sums we have already paid in compensation) or, any lesser amount for which such claims can be settled and, having

done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. We will, however be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

Cancellation

4. 1) You may cancel this policy at any time after the date we have received the premium by providing at least 7 days' written notice to us.
- 2) If there is a default under your Aviva credit agreement which finances this policy, we 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 7 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 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.

Premium adjustment

5. You must provide us with a schedule (in the form required) of all motor vehicles covered under the definition of your vehicle contained in the definition of terms in this policy on the last day of each month and in respect of these details you will pay us an additional premium or receive from us a refund calculated as agreed.

Motor Insurance Database supply of vehicle details

6. You will immediately provide relevant details of all motor vehicles the use of which is covered by this policy in electronic format directly to the Motor Insurance Database website to satisfy the requirements of the relevant law applicable in Great Britain and Northern Ireland.

Your duty to prevent loss or damage

7. You must, at all times
 - i. take all reasonable steps to safeguard your vehicle from damage,
 - ii. maintain your vehicle in a roadworthy condition,
 - iii. allow us free access to examine your vehicle,
 - iv. maintain any advanced driver assisted systems and their components in accordance with the original vehicle manufacturers technical specifications,
 - v. 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,
 - vi. 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,
 - vii. 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.

Arbitration

8. Where we have accepted a claim and there is a disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens a decision must be made before you can take any legal action against us.

Your duty to comply with policy conditions

9. Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions and conditions of this policy and any clauses endorsed on it.

Fraud

10. 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 under c. 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:

- 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 under c. 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.

Payments made under compulsory insurance regulations and rights of recovery

11. 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 reserve the right to recover such payments from you or from the person who incurred the liability.

Sanctions

12. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union and United Kingdom.

Subjectivity

13. The policy, the application or any statement of fact made by you, any clauses endorsed on the policy, the schedule and the certificate of motor insurance, form the contract of insurance between you, the policyholder, and us, Aviva.

We will clearly state if the cover provided by the policy is subject to you:

- a. providing us with any additional information requested by the required date(s);
- b. completing any actions agreed between you and us by the required date(s);
- c. 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:

- a. modify your premium;
- b. issue a mid-term amendment to your policy terms and conditions;
- c. require you to make alterations to the risk insured by the required date(s);
- d. exercise our right to cancel your policy;
- e. leave the policy terms and conditions, and your 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.

Our requirements and decisions will take effect from the date(s) specified unless and until we agree otherwise in writing. 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:

- i. you have the right to cancel this policy from a date agreed by you and us and, providing no claims have been made, we will refund a proportionate part of the premium paid for the unexpired period of cover;
- ii. we may, at our option, exercise our right under the policy cancellation condition.

Except where stated all other policy terms and conditions will continue to apply.

The above conditions do not affect our right to void the policy if we discover information material to our acceptance of the risk.

Direct right of action

14. 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 of your policy.

Non Disclosure, misrepresentation or misdescription

15. 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:

- a. where the breach was deliberate or reckless, we may avoid this policy and refuse all claims, and keep all premiums paid;
- b. where the breach was neither deliberate nor reckless, and but for the breach:
 - i. 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
 - ii. 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
 - iii. 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.

16. 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:

- a. 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;
- b. where the breach was neither deliberate nor reckless, and but for the breach:
 - i. 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
 - ii. 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
 - iii. 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.

Car sharing and insurance applicable only in respect of private cars

If you receive financial contributions in respect of the carriage of passengers on a journey in your private car 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).

This section does not apply if the:

- a. passengers are being carried in the course of a business of carrying passengers;
- b. total contributions received for the journey concerned involve an element of profit.

Important note

If your private car is used under a car-sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy you should immediately contact us for confirmation.

Complaints procedure

We hope you are very happy with your policy. In the event of something going wrong, here is what to do.

Our Promise of Service

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

What will happen if you complain

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.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser, contact details can be found on your insurance documents. Your insurance adviser may ask Aviva to handle your complaint.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

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

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

We are members of the Financial Services Compensation Scheme (FSCS). 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 website www.fscs.org.uk



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