

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.

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

If you need to make a claim, simply call Fleetline on **0800 246 876**. Our national network of repairers provides repairs guaranteed for three years.

### **Making a claim**

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.

## The contract of insurance

This policy is a contract of insurance between you, the policyholder, and us, Aviva. This policy, the application or any statement of facts, any clauses endorsed on the policy, the schedule and the certificate of motor insurance form the contract of insurance between you and us.

In return for you paying your premium, we will provide the cover shown in the schedule for any accident, bodily injury, loss or damage that happens within the territorial limits during the period of insurance.

### Administration charge

If you need to make any change to your policy, 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.

### 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, that 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 apply, the law of England and Wales will apply.

### Changes we need to know about

Please tell your insurance broker immediately about:

- any changes to your circumstances which may affect this insurance; or
- any other material facts – for example, a change to the people to be insured, motoring convictions of any of the people to be insured, a change of vehicle or a change in the way that the vehicle is used.

### Telephone call taping

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

### Customers with disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact your usual insurance adviser.

### Use of Language

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

### 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.

### Clause

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

### 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.

### 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.

### 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 UK Limited.

### 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 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.

### 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 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.

### **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.

### **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.

### **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.)

### **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.

## 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

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man we can arrange for the protection and removal of your vehicle to the nearest repairers. In the event of an accident ring Fleetline on **0800 246 876** 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.
- 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.
- The rescue service also applies when an accident occurs in the Republic of Ireland – ring **1800 535 005**.
- The onward transmission of any messages on your behalf.
- Delivering the vehicle back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out.

In providing accident recovery assistance we will use 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.

### 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?	What am I entitled to?
<ol style="list-style-type: none"> <li>1. My car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by an Aviva approved repairer.</li> <li>2. My car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by a repairer of my choice.</li> <li>3. My car/goods-carrying vehicle up to 7.5 tonnes GVW cannot be repaired or has been stolen and is not recovered.</li> <li>4. My vehicle is a 'grey' import and needs to be repaired.</li> </ol>	<ol style="list-style-type: none"> <li>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.</li> <li>2. No courtesy vehicle will be provided if an approved repairer is not used.</li> <li>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).</li> <li>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.</li> </ol>

## 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.

## 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)

#### Definitions

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

#### Insured person

1. You.
2. Any authorised driver or any person permitted to drive as described under '5 – Persons or Classes of Persons entitled to drive' in the certificate of motor insurance provided that person holds a valid driving licence.
3. Passengers carried in your vehicle while it is being driven by an authorised driver in accordance with the terms of the policy.

### **RAC/RAC Legal Services**

RAC Insurance Limited (Registered Office: 8 Surrey Street, Norwich NR1 3NG. Registered No. 2355834) acting through RAC Legal Services of Great Park Road, Bradley Stoke, Bristol BS32 4QN. RAC Legal Services is a division of RAC Motoring Services (Registered Office: 8 Surrey Street, Norwich NR1 3NG. Registered No. 01424399). Both companies are subsidiaries of Aviva plc.

### **Legal representative**

The solicitors or other qualified experts appointed by RAC to act for an insured person provided such solicitors or other qualified experts satisfy the following conditions:

- they agree to fund all disbursements and not to claim for same until the end of the case;
- they agree not to submit any claim for legal costs until the end of the case and to try to recover all such legal costs from the other party in the action;
- they agree to report in writing to RAC on any substantive development in the progress of the case.

### **Legal proceedings**

1. The pursuit of a claim for damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the territorial limits in respect of a matter covered under this policy; and/or
2. the defence of motoring prosecutions within a court in the territorial limits.

### **Legal costs**

- The fees, expenses, costs and disbursements reasonably and properly incurred by or on behalf of the insured person and authorised by RAC in pursuing or defending a claim under this section of the policy; and
- the costs of a third party for which the insured person is either held liable by court order, or which are agreed by RAC, and which are incurred in connection with legal proceedings covered under this section of the policy.

### **Event or cause**

The incident or the start of a series of incidents which leads to a claim being made under this policy.

### **Limits of indemnity**

- In respect of claims for the pursuit of damages – £100,000; and
- in respect of defence of motoring prosecutions – £20,000.

### **Road traffic accident**

An accident involving your vehicle:

- i. within the territorial limits;
- ii. where the insured person is not at fault;
- iii. for which a third party motorist is at fault; and
- iv. which occurs during the period of insurance.

### **Uninsured losses**

Loss arising out of a road traffic accident where the said loss is not otherwise covered by insurance and either damage occurs to your vehicle or any personal effects owned by the insured person while such property is in or on your vehicle or the insured person suffers death or bodily injury whilst in or mounting into or dismounting from your vehicle.

### What is covered

1. RAC will indemnify the insured person against the legal costs of legal proceedings incurred in connection with:
  - the pursuit of a claim directly arising from a road traffic accident; and/or
  - the defence of a motoring prosecution brought against an insured person in connection with criminal proceedings involving your vehicle. Pleas in mitigation will be supported by RAC at their sole discretion and when there is a prospect of such a plea presented either in writing or in person by a solicitor or barrister materially affecting the likely outcome of the prosecution.
2. RAC may, at their sole and unfettered discretion, facilitate the hire of a replacement vehicle on behalf of the insured person for the period that your vehicle is immobilised as a result of an insured event and/or while it is being repaired. You must comply with the terms and conditions of the hire company selected by RAC. This benefit only applies following road traffic accidents in Great Britain or Northern Ireland.
3. RAC will provide you with initial legal advice via Fleetline.

### Conditions to Section 10

The general conditions in this policy also apply where appropriate.

1. To make a claim the insured person must notify Fleetline of the claim as soon as reasonably possible and in any event within 180 days of the event or cause leading to the claim.

2. On receipt of a claim under this policy RAC will evaluate the claim, advise on the steps the insured person should take to pursue the claim and, where appropriate, provide the assistance of a legal representative to pursue the claim either by negotiation or civil proceedings. If, in the opinion of RAC, the claim may be capable of being settled by negotiation, RAC will appoint a legal representative from its approved panel. In the event that the claim is not settled by negotiation and proceedings follow, RAC will provide the insured person with the name and address of the legal representative whom RAC suggests should act for the insured person in the claim. You do not have to accept the legal representative nominated by RAC. If RAC and the insured person are unable to agree on a suitable legal representative, RAC will ask the Law Society to name another legal representative. RAC and the insured person must accept the Law Society's nomination. In the meantime, RAC may appoint a legal representative to act on behalf of the insured person to safeguard his or her interests.
3. During the course of the claim you must:
  - a. co-operate at all times in the completion of any necessary documentation or provision of information requested either by RAC or by the legal representative;
  - b. not do anything which may prejudice his or her case or RAC's position in respect of the claim;
  - c. take all available steps to recover the legal costs in the legal proceedings;
  - d. notify RAC of any settlement offer made before accepting it.
4. During the course of the claim RAC will have the right of direct access to the legal representative.
5. RAC shall not provide cover under this section of the policy if the insured person makes a false declaration when applying for cover.
6. The insured person shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this section of the policy.
7. The insured person shall take all reasonable steps to mitigate the losses that flow from an event or cause.
8. The insured person shall forward any accounts for legal costs as soon as they are received and, if required to do so by RAC, shall have such legal costs taxed, assessed or audited by the appropriate court or authority.

To make a claim under this section of the policy please telephone Fleetline on **0800 246 876**.



## Exceptions to Section 10

General exceptions to this policy also apply where appropriate.

1. Use in any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such events.
2. Appeals, unless the insured person has notified RAC of his or her wish to appeal at least ten working days before the deadline for such an appeal and the approval of RAC has been obtained.
3. Claims (including appeals) which, in the opinion of RAC, do not have a reasonable chance of success, or, in the case of claims for damages, where in the opinion of RAC, there is not a reasonable chance of successfully recovering any damages awarded. Cover may be refused or discontinued if such prospects do not or no longer exist.
4. Legal costs:
  - a. incurred before RAC has confirmed acceptance of the claim in writing;
  - b. exceeding any amount approved by RAC;
  - c. incurred following a payment into court by a third party unless RAC has authorised the insured person in writing to continue with the claim after payment into court or the insured person is ultimately awarded or settles for more than the amount of payment in;
  - d. incurred if the insured person withdraws instructions from the legal representative or from the legal proceedings unless such withdrawal is approved by RAC;
  - e. for any expert witness unless previously approved by RAC;
  - f. where the insured person is responsible for unreasonable delay which is prejudicial to the claim or where the insured person fails to give proper instructions in due time to RAC or the legal representative;
  - g. where the insured person pursues a claim without the consent of RAC or in a different manner from that advised by the legal representative.
5. Claims against RAC for damage caused to your vehicle by any employee or contractor of RAC when recovering your vehicle.
6. Claims relating to matters for which the insured person would, but for the existence of this policy, be entitled to indemnity under any other policy.
7. Claims directly or indirectly caused by, contributed to or arising from:
  - a. prosecutions which allege dishonesty or violence or which arise from drink or drugs-related offences or parking offences;
  - b. any deliberate and criminal act or omission of the insured person or which are false or fraudulent in any way;
  - c. faults in your vehicle or faulty, incomplete or incorrect service, maintenance or repair of your vehicle.
8. Your travelling expenses, subsistence allowances or compensation for absence from work.
9. Application for Judicial Review.
10. Legal costs, fines or penalties which a court of criminal jurisdiction orders the insured person to pay.

## 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. aboveexcept where such liability is required by 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 rights

4. a. You may cancel this policy at any time after the date we have received the premium, by providing 7 days notice in writing to us.  
b. We, or any agent appointed by us and acting with our specific authority may cancel this policy, by providing notice in writing to you at your last known address, if there is a default under any relevant instalment agreement. In such case, your policy will end with effect from the beginning of the period in respect of which the instalment has not been paid.

If your policy is cancelled under a. or b. above, at our discretion, we may refund part of the premium for the unexpired period, which will be calculated on our, then current, short period rating basis, and provided that there have been no

- i. claim(s) made under the policy for which we have made a payment,
  - ii. claim(s) made under the policy which are still under consideration,
  - iii. incident(s) which you are aware of and are likely to give rise to a claim which has yet to be reported to us,
- during the current period of insurance.
- c. 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.
  - d. We may also cancel this policy at any time by sending not less than 7 days notice in writing to your last known address.
- We will refund a proportionate part of the premium for the unexpired period provided that there have been no
- i. claim(s) made under the policy for which we have made a payment,
  - ii. claim(s) made under the policy which are still under consideration,
  - iii. incident(s) which you are aware of and are likely to give rise to a claim which has yet to be reported to us,
- during the current period of insurance.
- e. You must return your certificate(s) of motor insurance immediately after cancellation.

### 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 shall at all times take all reasonable steps to safeguard your vehicle from loss or damage.

You shall maintain your vehicle in a roadworthy condition.

We shall have at all times free access to examine such 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. a. If a claim made by you or anyone acting on your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not; or  
b. if a false declaration or statement is made, or if a fraudulent device is used in support of a claim.

We may at our option:

- i. void the policy from the inception of this insurance; or
- ii. cancel the policy from the date of the claim or alleged claim and repudiate the claim; or
- iii. repudiate the claim.

### 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.

### Subjectivity

12. 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**

13. 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**

14. We will avoid this policy if there has been any misrepresentation, misdescription or failure to disclose any material facts by you or anyone acting for you.

#### **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 goal is to give an excellent service to all our customers but we recognise that things do go wrong occasionally.

We take all complaints we receive seriously and aim to resolve all our customers' problems promptly.

To ensure that we provide the kind of service you expect, we welcome your feedback.

We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge your complaint within two working days of receipt.
- We aim to resolve complaints, following assessment and investigation, as quickly as possible.
- Once an assessment and full investigation of your concern has been made, we will respond with a decision.

Most of our customers' concerns can be resolved quickly, but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be more than twenty working days from when you first made your complaint.

### What to do should you be dissatisfied

Seek resolution by your insurance broker or usual Aviva point of contact.

If you are disappointed with any aspect of the handling of your insurance, we would encourage you, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you remain unhappy with the decision you receive from us, you may write to the Chief Executive. If you are dissatisfied with our final decision, you may refer the matter to the Financial Ombudsman Service (FOS).

Full contact details will be provided at the same time as we acknowledge your initial complaint.

While 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 (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsooken Street, London, E1 8BN.



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