

Please read and keep safe



# Private Car Policy

## Important

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

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



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# Welcome. We've got you covered

Thank you for choosing to insure with Aviva. This policy forms part of your legal contract with **us** and defines exactly what **you** are covered against. Please refer to your schedule for confirmation of the level of cover **you** have chosen. **You** now have access to a great package of benefits and our motor claims service.



## Information and changes we need to know about

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

## Our administration and cancellation fees and charges

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

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

\*plus Insurance Premium Tax at the appropriate rate.

## The contract of insurance

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

Please read them and keep them in a safe place.

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

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

## Need this in a different format?

Please get in touch with your insurance adviser if **you**'d prefer a document in large font, Braille or as an audio.

## Your cancellation rights

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

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

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

To cancel, please contact your insurance adviser at the address shown on your schedule.

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

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

## Use of language

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

## Telephone call charges and recording

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

## Choice of law

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

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

## Financial Services Compensation Scheme

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

## Optional extras

- Private Car Gold – a separate booklet containing the terms and conditions will be provided.
- Enhanced Courtesy Car



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

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

## Need to make a claim?

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

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

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

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

**We**'ll arrange:

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

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

### If you have a broken or chipped windscreen:

**We**'ll arrange for the glass to be repaired or replaced by one of our suppliers.

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

**We**'ll arrange:

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

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

\*Excesses and policy limits apply.

# Definitions

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

## **Advanced Driver Assistance Systems (ADAS)**

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

## **Approved repairer**

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

## **Automated vehicle**

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

## **Certificate of motor insurance**

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

## **Computer system(s)**

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

## **Cyber Act**

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

## **Data**

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

## **Electric vehicle**

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

## **Fire**

Fire, self-ignition, lightning and explosion.

## **Market value**

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

## **Partner**

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

## Period of insurance

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

## Persons insured

### You/policyholder

The policyholder named in your schedule.

### Named driver

Person nominated by the **policyholder** as being a user (but not the main user) of **your car** as described in your schedule, providing the **certificate of motor insurance** allows that person to drive **your car**. (Named drivers are not entitled to benefits provided under 'Section 2 – Driving other cars').

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

\*When driving **your car** in Spain, Section 12 - European Motoring Assistance, provided by the **RAC**, does not cover Ceuta or Melilla.

## Theft

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

## Track day

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

## We, us

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

## Your car

Any motor vehicle described in your schedule and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle has been delivered in accordance with the Road Traffic Acts and remains effective.

Any motor vehicle loaned to a permitted driver as shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy.

Any motor vehicle loaned to a permitted driver as shown on your **certificate of motor insurance** for up to seven days by a garage, motor engineer or vehicle repairer while the motor vehicle described in your schedule is being either serviced, repaired or having an MOT test.

## Key



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



These boxes give you additional helpful information



These boxes highlight what your policy does not cover

# Section 1 – Loss of or damage to your car

## Loss of or damage to your car

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

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

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

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

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



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

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



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

## Vehicle recovery and journey continuation

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

**We** will deliver **your car** back to your home address (shown on your schedule) after the repairs have been carried out.

For incidents which occur in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, **we** will also arrange to get the driver and passengers home or to their intended destination, or **we** will pay up to £150 for overnight accommodation or public transport. **You** will need to produce receipts to claim.



### What if I want to use a garage of my choice?

**We** can arrange for **your car** to be taken to a repairer of your choice if it is closer than our nearest **approved repairer**. This may lead to delays in arranging the repairs. **We** will not be able to provide **you** with a courtesy car and the excess **you** must pay will increase. If using your own repairer, **you** should arrange for any **ADAS** defects to be recalibrated or repaired.

## What are the benefits of using our approved repairers?

Aviva provided benefit	Approved Repairer	Non-Approved Repairer*
Additional Non-Approved Repairer Excess to pay (as shown in your schedule)	No	Yes
Repair guarantee	✓	X
Reduced customer involvement prior to repair start date	✓	X
Aviva collection and return of <b>your car</b>	✓	X
Courtesy car for repair duration	✓	X

\*Aviva does not provide these benefits if **you** use a garage that is not one of our **approved repairers**, if **you** use a non-approved repairer **you** will need to check what they provide.



### Repair estimate

If using one of our **approved repairers**, **we** will not require **you** to submit an estimate for the repair works. If **you** use a garage that is not one of our **approved repairers**, **we** will require an itemised repair estimate which **we** must approve before the work begins. In the event an agreement on the cost of repairs at your chosen repairer cannot be reached, **we** reserve the right to ask **you** to:

- Arrange for **your car** to be moved to our **approved repairer**.
- Give **us** an itemised estimate from another repairer.

## New car replacement

**We** will replace **your car** with one of the same make, model and specification (providing one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, **you** or your **partner** are the first registered keepers, and within 12 months of buying it from new:

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

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

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



### Important note

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

## Child seats

If child seats are fitted in **your car** and **you** make a claim under this section, **we** will pay the costs to replace them even if there is no apparent damage.

## Repair guarantee

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



### Exclusion to Repair guarantee

**We** will not pay for damage under the Repair guarantee arising from deterioration and wear and tear or parts and component failures.

### Excesses

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

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



### What if my car is on finance?

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

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

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

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

### Courtesy cars

The courtesy or hire car supplied is not intended to be an exact replacement for **your car** and cannot be provided until your claim has been accepted and cover has been confirmed. Only persons named on your **certificate of motor insurance** as being entitled to drive the car that the courtesy or hire car replaces are covered (subject to the terms and conditions of the car provider).

The length of time a courtesy or hire car is provided depends on whether **your car** is being repaired or not.

- If **your car** is being repaired by our **approved repairer**, a courtesy car will be provided for the duration of the repairs.
- If **your car** cannot be repaired or it is stolen, a hire car will be provided for up to 14 days, or until **you** receive your settlement (whichever is earliest).



### What type of courtesy or hire car will I be provided with?

Standard courtesy or hire car	Small three-door hatchback car with four seats
Enhanced courtesy car (if this optional cover is shown on your schedule)	Five-door car with five seats



### Important note

- If the repairer chosen is not one of our **approved repairers**, a courtesy car will not be provided.
- A courtesy car will not be provided if **you** are making a claim solely under Section 8 – Glass.
- If **your car** is immobile or unroadworthy, **we** aim to provide a courtesy or hire car within one working day. If an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a courtesy or hire car until the following normal working day.
- Automatic courtesy or hire cars can be supplied, providing the car being repaired, is an automatic.
- **We** will not be responsible for the cost of fuel used; collection and delivery charges; any charges for fitting ancillary items such as roof boxes; any excess which would have applied to **your car** which is temporarily replaced; or any charges and costs where the courtesy or hire car is not returned by the end of the maximum benefit period provided by this policy.
- Courtesy and hire cars supplied under this Section will be of standard type and will not include specialised vans such as pick-up trucks, tippers or refrigerated vans, any provision for towing, or any trailers or caravans.
- The courtesy or hire car will be supplied on the condition that it is returned to the depot which supplies it unless alternative arrangements have been made with the supplier.
- **We** do not provide a courtesy or hire car outside of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## Exclusions to Section 1



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

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

## Section 2 – Your liability

### Your liability

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

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



#### Important note

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

#### High Category Hazardous Goods

Any substance within the following United Nations Hazard Classes:

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

#### Hazardous Locations

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

### Emergency treatment

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

### Legal costs

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

### Liability of other persons driving or using your car

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

- Any person given permission by **you** to drive **your car** provided that your **certificate of motor insurance** allows that person to drive **your car**.
- Any person given permission by **you** to use (but not drive) **your car**, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **your car**.

- The employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes, as long as your **certificate of motor insurance** allows business use. This does not apply if:
  - the vehicle belongs to or is hired by such employer or business partner;
  - the **policyholder** is a corporate body or firm.

## Duty of care – driving at work, legal costs

We will pay:

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



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

We will not pay:

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

## Driving other cars

We will insure **you** while driving any other car (as long as **you** don't own it, or it is not being provided to **you** under a hire purchase agreement or any other finance agreement) within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- **you** are driving the car with the owner's express consent;
- **you** still have **your car** which has not been damaged beyond cost effective repair;
- **you** are aged 25 or above at inception or renewal of this policy;
- the **certificate of motor insurance** indicates that **you** can drive other cars.
- the car is not an **automated vehicle**.

Driving other cars is only available for the **policyholder**.



### Important note

The cover provided to the **policyholder** is limited to third party damages only.

## Exclusions to Section 2



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

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



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

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

## Section 3 – Injury to you or your partner

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

- a road traffic accident in direct connection with the use of **your car** and/or;
- travelling in, getting in to or out of **your car**.

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

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

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

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

## Exclusion to Section 3



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

## Section 4 – Medical expenses and services

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

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

The cover under this section applies irrespective of fault.

## Section 5 – Personal belongings

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

The maximum amount **we** will pay for any one incident is £150.



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



### Important note

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

## Exclusions to Section 5



### We won't cover:

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

## Section 6 – Vehicle recovery in the event of illness

If the permitted driver of **your car** as shown on your **certificate of motor insurance** is taken seriously ill, requiring treatment from a qualified medical practitioner and cannot continue their journey, **we** will transport **your car** to your home or single address anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

A medical certificate must be produced prior to the provision of this service.

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

## Exclusions to Section 6



### We won't cover:

- any incident which occurs outside of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
- any incident where **your car** is within a quarter of a mile of your home address or place where **your car** is usually kept;
- any incident where **your car** is disabled, has suffered mechanical or electrical breakdown or failure or is unroadworthy;
- any incident directly caused by, or due to, the effects of alcohol and/or drugs.

## Section 7 – No claim discount

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

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

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

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

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

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



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

- emergency medical treatment under the Road Traffic Acts as provided within Section 2 – Your liability;
- recovery of **your car** in the event of illness as provided under Section 6 – Vehicle recovery in the event of illness;
- repairing or replacing glass in **your car's** windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass) under Section 8 – Glass;
- replacing locks, alarms or immobilisers following your ignition keys (including any device or code used to secure, gain access to or enable **your car** to be started and driven) being lost or stolen as provided under Section 10 – Replacement locks.

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



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

## Section 8 – Glass

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

**You** will have to pay the first £125 of the cost of glass replacement. If the glass is repaired rather than replaced the excess **you** will have to pay is £20.

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



### Important note

- **You** must telephone our motor claims helpline on **0800 678 999**, before any work is carried out. **We** will direct **you** to our **approved repairer**.
- **We** do not provide a courtesy car if **you** are making a claim solely under this section.
- It is important to get any windscreen dependent **ADAS** (such as autonomous emergency braking, adaptive headlights, lane departure and traffic sign recognition) repaired or recalibrated as part of your glass claim.

## Section 9 – Continental use – Compulsory insurance

This policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements of Article 8 of the EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, this policy provides the cover shown in the schedule in any country in the **territorial limits**, subject to:

- **your car** normally being kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; or
- use of **your car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man being of a temporary nature, not exceeding 90 days in any one trip, and not exceeding a total of six months in any **period of insurance**.

**Cover includes:**

- transit between the countries listed in the **territorial limits** (including transit to and from the **territorial limits**).
- reimbursement of any customs duty **you** may have to pay on **your car** after its temporary importation into any country within the **territorial limits**, subject to your liability arising as a direct result of any loss of or damage to **your car** which is covered under 'Section 1 – Loss of or damage to your car'.
- general Average contributions, Salvage, Sue and labour charges whilst **your car** is being transported by sea between any countries listed in the **territorial limits** (including transportation to and from the **territorial limits**) provided that loss of or damage to **your car** is covered under 'Section 1 – Loss of or damage to your car'.



**Important note**

Although the UK is not part of the European Union, your **certificate of motor insurance** provides sufficient evidence for travel in the **territorial limits**.

For some countries, **you** might need an International Driving Permit (IDP). IDPs are available at post offices.

There is no cover for countries outside the **territorial limits**.

## Section 10 – Replacement locks

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

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



**Important note**

In the event of any claim under this section, the courtesy and hire car benefits in 'Section 1 – Loss of or damage to your car', will be applicable.

## Exclusion to Section 10



**We will not pay for:**

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

## Section 11 – Suspending cover

Where **we** are informed that **your car** will be out of use for a continuous period of 28 days or more, and this is not the result of any loss or damage covered by this policy, all cover provided by this policy will be of no effect other than 'Section 1 – Loss of or damage to your car', provided **your car** is kept in a locked private garage.

**We** may refund part of your premium for the laid-up period, **we** will pay any refund when cover begins again. A refund of premium is not allowable under a policy where the total period of cover is less than 12 months

## Exclusions to Section 11



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

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

## Section 12 – European Motoring Assistance

Benefits under this section are provided by RAC Motoring Services and RAC Insurance Limited

### Contact information

Want to make a claim?

What's the claim for?	Online/In writing	Telephone
UK Breakdown	Download the myRAC app for the fastest way to report your breakdown. Or visit <a href="http://rac.co.uk/reportbreakdown">rac.co.uk/reportbreakdown</a> Going online is the fastest way to report your UK breakdown.	0800 678 999 If <b>you</b> have difficulty communicating, <b>you</b> can text <b>us</b> on 0785 582 8282.
European Breakdown Calling from Europe From a French landline From the Republic of Ireland		00 33 472 43 52 55 0800 290 112 (freephone) 1800 535 005 (freephone)
Bringing <b>your car</b> back to the UK after a breakdown		0330 159 0342
Claim Form Requests From the UK From Europe	<a href="mailto:europeanclaims@rac.co.uk">europeanclaims@rac.co.uk</a> <a href="http://www.rac.co.uk/europeanclaimform">www.rac.co.uk/europeanclaimform</a>	0330 159 0337 +44 161 332 1040

### Get in Touch

	Email or phone	Post
Customer Services	Please refer to your insurance adviser	
Options for people with communication difficulties For drivers who are deaf, use Relay App or typephone, <b>you</b> can dial 18001 and then any of the phone numbers above for assistance.		

### What you need to know

This section has everything **you** need to know about **your** policy. But to make it easier to digest, **we've** pulled out some important bits below. Like what **you** need when **you break down** and how to keep **your** cover valid.



### Broken down? You'll need to give us the details below

- **Your** name, policy number and **your car** make, model and registration number. If **you** don't have this handy, **we**'ll need **your** house number and postcode.
- Where **you** have **broken down**. This could be an address, the road name, or the motorway name and nearest junction.
- A number **we** can contact **you** on.
- Some ID. This could be a bank card or a driving licence.

### Want an easier way to report your breakdown?

Download the myRAC app. It's the fastest and easiest way to report a **breakdown**.

### In Europe, keep these with you...

- Credit card: If **you** need to arrange a hire car, the provider will need both a valid, full UK driver's licence and a credit card in the driver's name. Please make sure **you** bring one on **your journey**. Debit cards won't be accepted.
- Logbook (V5C) **You** must take **your car's** logbook (V5C) with **you** when travelling to **Europe**.
- Passport: Some garages in **Europe** will need to see **your** passport before they begin any repairs.

### Reminders to support your policy

- To make a claim, always call **us** and allow **us** to assess the claim. If **you** don't speak to **us** before requesting services, **you** will not be covered.
- If any of **your** details change, update **your** insurance adviser straight away or **you** may not be covered.
- Keep **your car** roadworthy. **You**'ll need valid tax (unless legally exempt and not SORN), insurance and MOT (unless legally exempt) or **we** won't be able to help if **you break down**.
- **We**'re here to help. But if **we** tell **you** about a fault or carry out a temporary repair, it's **your** responsibility to get it fixed. **We** won't attend repeat callouts for the same problem.
- **We** can't guarantee how quickly **we**'ll be able to get to **you** after **you**'ve reported a **breakdown**, but **we**'ll always take **your** circumstances into account.
- If **you** do **break down**, **you**'ll be asked to read and sign a form that tells **you** what **we** found wrong with **your car** and what **you** need to do. Please make sure **you** read and understand this.
- **Your** policy doesn't cover vehicles used for public or private hire, the carriage of goods for hire and reward, demonstration purposes or carrying trade plates or vehicles over 3.5 tonnes (or 4.25 tonnes for vehicles that are **electric vehicles**). **We** also have length and weight restrictions (max 6.4m long and 2.55m wide) as **we** can't tow vehicles bigger than this.
- Keep a debit or credit card with **you** when **you** travel. **You** may need it for a hire car or to pay for things up front, even if **you**'re covered. Only Credit Cards can be used in **Europe** for car hire.

### In addition, for Europe:

- Trips must start and end in the UK. **You** need to have cover for the total length of **your** trip.
- Caravans and trailers are only covered if they're attached to **your car** when it **breaks down**.
- If **you break down** on a private motorway, use the emergency telephone. If **you break down** anywhere else, call **us** first.
- If **you** fail to contact **us** within 24 hours of the **breakdown**, **we** may not be able to provide **you** services. For example, if **you** delay calling **us**, it could mean there isn't time to repair **your car** before **your** planned departure. In that case, **we** won't get **your car home** or reimburse **you** for garage support.

- **We** will only provide cover if **we** arrange help or have agreed in advance to reimburse **you** for help that **you**'ve arranged.

## Breakdown or road traffic collision on a motorway in France or Mainland Europe

Motorways in many European countries are privately managed. If **your car breaks down** or is in a road traffic collision on a private motorway or motorway service area **you** must use the roadside emergency telephones before contacting **us**. They can tell **you** whether the **RAC** can attend, or if they need to send their own recovery vehicle. If **your car** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot. A standard tariff is normally applied.

**We** will reimburse these charges if **your car** is towed to the recovery company's depot. This may apply to other roads in **Europe**, so we recommend you use the emergency phones where available. If they refuse to send a recovery vehicle, you should contact us.

## Who arranges and provides your cover?

There are two parts to your RAC Breakdown Cover:

### 1. Breakdown Policy

For the cover **you** have, **you** will have one or more contracts. These contracts are between **you** and one of **our** companies.

Cover type	Your contract is with
Roadside	RAC Motoring Services
Included Benefits	
European Motoring Assistance	RAC Insurance Limited

### 2. Your schedule

**Your** schedule will give **you** details on:

- when **your** policy starts and ends
- how much **your** policy will cost.

## Making sense of your policy

**We** want **our** terms and conditions to be clear and easy to understand. To help with this, **we** use certain words in a specific way. **We** show the meaning of these words below. These definitions apply to all areas of **your** contract within this section.

### Beyond economical repair

This is when the cost of repairing **your car** would be greater than its **market value**. **We**'ll base the cost of repairs on the estimate made by the European garage.

### Breakdown/break down/broken down

An event that happens during the time **you**'re covered that stops **your car** being driven. This must be because of a mechanical failure (such as if **your car** won't start) or an electrical failure (for example, loss of power). This also includes flat tyres, locking **your** ignition keys in **your car** and running out of fuel or charge. **We** don't consider it a breakdown if **your car** can't be driven because of:

- flood
- acts of vandalism, or
- any **driver-induced fault**.

### **Driver-induced fault**

Any fault caused by the driver of **your car**, accidentally or on purpose. It includes any ignition key related issue other than locking **your** keys in **your car** or filling **your car** with the wrong fuel.

### **Europe**

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

### **Home**

**Your** permanent home in the **UK**. It's the address **you** will see on **your** schedule.

### **Journey**

A trip in **Europe** that begins when **you** and **your car** leave **your** home address. This must be on or after the start date of **your** policy. The journey ends when **you** return **home**, during the **period of insurance**.

### **Passengers**

The driver and up to the number of passengers allowed as shown on the Vehicle Registration Document.

### **Planned departure date**

The date **you** intend to begin **your journey**. **We** may ask for evidence of this.

### **RAC/we/us/our**

This means RAC Insurance Limited.

Every time we say RAC/we/us/our, it can also mean any person who works for RAC Insurance Limited, or we've agreed can work on our behalf.

### **RAC Mobile Mechanic**

This is a paid for service not included within **your breakdown** cover and is different to the patrol or resource **we** initially sent to help **you**.

### **Road-traffic collision**

This is if **you** hit another vehicle or an object (for example, a lamppost or a tree) and damage **your car** so it can't be driven. If changing **your** wheel will get **you** back on the road, **we** won't consider this a collision.

### **Specialist resource**

Resources or tools that **our** patrols don't usually carry. They may be needed to make a repair or recovery. It may mean a crane, tractor, or lifting equipment.

### **UK**

In this European Motoring Assistance section, UK means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey, and the Isle of Man.

### **You/your**

The person who is taking out the policy. If you are an individual, you must be a resident in the **UK**. For a business, the registered office/trading address must be in the **UK**.

# RAC Breakdown Cover

## How your policy works

- **We** have listed the conditions of this section. These apply to everything in this section. For **your** cover to be valid, **you** must meet all these conditions.
- All claims and requests for service must be made directly to **us**.

## Policy type

### Vehicle cover

This covers **your car** as shown on **your** schedule. It must be registered at **your home** address. **Your car** will be covered whoever is driving.

### How many claims can I make?

The cover is subject to three claims per **period of insurance**, limited to one claim per **journey** and is subject to the further limits of cover in respect of each type of cover. Each **journey** is limited to a maximum of 90 days.

### What vehicles am I covered in?

**You** are only covered for **your car** provided it is less than:

- a. 3.5 tonnes (or 4.25 tonnes for vehicles that are **electric vehicles**).
- b. 6.4 metres long (including a tow bar)
- c. 2.55 metres wide.

**Your car** must also be:

- registered in the **UK**
- insured
- have valid road tax (unless legally exempt and not SORN)
- have a valid MOT (unless legally exempt)
- not used for public or private hire, the carriage of goods for hire and reward, demonstration purposes or carrying trade plates



#### Important note

If **your car breaks down** and lacks valid tax, MOT, or insurance, **we** won't attend **your breakdown**. However, this doesn't apply if **your car** is legally exempt from having an MOT or tax.

Although Roadside and At Home won't cover **you** for **breakdowns** that happened before **you** bought **your** policy, **we** can still help. **We**'ll send a patrol to repair or recover **your vehicle**, but **you** will be charged for this. This also applies if **you** have changed **your car** or **persons insured** at the time of a **breakdown**.

## Section 1 – Roadside Assistance in the UK

### Covered

If **your car breaks down** in the **UK** up to 48 hours before the date **you** plan to begin **your journey** to **Europe**, or on **your journey**, **we**’ll send help to repair **your car**. This could be a permanent or temporary repair. In some cases, **we** may be able to fix **your car** remotely.

If **our** remote team can’t help or **our** patrol can’t provide **you** with an emergency repair at the roadside, **we** can either:

- arrange for an **RAC** Mobile Mechanic to attend **you** in a safe location. **You** will need to pay for any repairs, or
- recover **your car** and **your passengers** to a destination up to 10 miles away. This could be:
  - a. an **RAC** approved garage,
  - b. another location, up to 10 miles away from the **breakdown**. This could be a local garage of **your** choice, or
  - c. back to **your home**.

If **we** take **your car** to a garage, **we**’ll reimburse the cost of a taxi for **you** and **your passengers**. They must all travel to a single destination within 20 miles of the **breakdown**.



### Not covered

- The cost of any parts or specialist resource.
- The fitting of parts, including batteries, supplied by anyone other than **us**.
- Any **breakdown** that happens because of a fault **we**’ve looked at in the past:
  - a. that hasn’t been properly repaired, or
  - b. that **we** have temporarily repaired. It’s **your** responsibility to get it fixed. **We** won’t attend repeat callouts for the same problem.
- The cost of any repair work carried out by an **RAC** Mobile Mechanic after **your breakdown** and rescue, including labour and parts.

### Reimbursement

For some of **our** cover options, **you** may need to pay for the service upfront and claim back the money from **us**. To do this, please visit [rac.co.uk/reimbursementclaimform](http://rac.co.uk/reimbursementclaimform). If **you** have any questions, contact **us** on 0330 159 0337. Please send **us** your filled-in form within 90 days of **your breakdown**, using the contact details on the form. **We**’ll need to see proof of payment, so please send **us** the original receipt.



### Important note

**We** won’t reimburse any costs that haven’t been arranged through **us** or agreed by **us**.

## Section 2 – Onward travel in the UK

### Covered

If **we** attend a **breakdown** under ‘Section 1 – Roadside Assistance in the UK’, and **your car** can’t be fixed by the date **you** plan to begin **your journey** to **Europe**, **we** can help.

- **We** can arrange a hire car, for up to 14 consecutive days so that **you** can continue **your journey** to **Europe**. Or, for use while **you** wait for **your car** to be fixed, whichever is sooner. If **you** don’t

meet the terms of the car-hire provider **we** arrange and **you** decide to hire a car yourself, a reimbursement limit of £150 per day, up to a maximum of £750.

- **We**'ll arrange transport for one person to our nearest hire-car supplier to collect **your car**.

**We**'ll also get any urgent messages from **you** to a contact of **your** choice.



#### Important note

If the length of **your journey** means **you** need a hire car for longer than **you** are entitled under this policy, **we**'ll help to arrange an extension. However, **you** will need to pay for this.

## Section 3 – Roadside assistance in Europe

### Covered

If **your car breaks down**, or is involved in a road traffic collision, **fire** or **theft** in **Europe** during a **journey**, **we** can help. **We**'ll send a local mechanic or recovery specialist to either:

- Repair **your car** at the roadside. This could be a permanent or temporary repair, or
- If **we** are unable to repair **your car** at the roadside, **we** will
  - a. recover **your car** and **your passengers** to a local garage
  - b. pay for an initial fault diagnosis
  - c. contribute to garage labour charges, up to £150, if repairs can be completed in seven working hours.

**We**'ll also get any urgent messages from **you** to a contact of **your** choice.



#### Not covered

- Costs towards garage labour if the cost to repair will be more than the **market value** of **your car**, or if **your car** was in a road traffic collision, **fire** or **theft**.
- The cost of any parts.
- Any costs over the overall policy limits.



#### Important note

By agreeing for **us** to recover **your car** to a local garage **you** are authorising **us** and the garage to do an initial fault diagnosis.

## Section 4 – Missed Connection

### Covered

If **we** attend a **breakdown**, or a road traffic collision, **fire** or **theft** that results in **you** missing a pre-booked train or ferry, **we** will reimburse **you** for the cost of a standard-class replacement ticket, up to £500 per claim and one claim per **journey**.



#### Not covered

**We** will not refund the cost of the original ticket.

## Section 5 – Onward travel in Europe

If **your car breaks down**, or is involved in a road traffic collision, **fire** or **theft** in **Europe** and **we** take it to a garage for repairs, **we**’ll arrange for **you** and **your passengers** to continue **your journey**. Based on **your** circumstances (and subject to availability) **you** can choose from a hire car or alternative transport or overnight accommodation

### Hire car

#### Covered

**You**’re covered for up to 14 consecutive days consecutive days, or until **your car** has been fixed (if sooner).

- **We**’ll arrange for the hire of a small hatchback car with five seats.
- If **you** don’t meet the terms of the car-hire provider **we** arrange and **you** decide to hire a car yourself, let **us** know. If **we**’ve agreed the cost beforehand, **we**’ll reimburse **you** up to £125 per day, up to a maximum of £1000. The reimbursement process is set out below.
- If **we** arrange the car hire, **we**’ll pay the insurance and collision-damage waiver. This covers the cost of damage, but there may still be an excess to pay if **you** have an accident.



#### Not covered

- Hire cars must be arranged within 24 hours of the **breakdown**.
- **We** won’t provide a specific car type or model, adapted vehicles or accessories – including tow bars.
- Any cost of:
  - a. delivering and collecting the hire car and any fuel used
  - b. fuel while using the hire car, or insurance excess or additional costs.

### 1. Alternative transport

#### Covered

A standard class ticket for travel by air, rail, taxi, or public transport up to £125 per day, up to a maximum of £1000.

### 2. Alternative accommodation expenses

#### Covered

If **you**’re unable to use **your** planned accommodation because of **your breakdown**, **we** can arrange and pay for alternative accommodation (room only) up to £50 per person per day up to a maximum of £500.



#### Not covered

- Alternative accommodation if **you** already have suitable accommodation **you** can use. For example, if **you** have **broken down** close to your original booked accommodation.
- Costs incurred which are more than the total claims limit.



#### Important note

**You** will no longer be covered under this section once:

- **your car** has been repaired
- **we** have established that the cost to repair **your car** would be more than the **market value** of **your car**, or
- **we** have agreed not to repair **your car** in **Europe** and instead agree to transport it back to the **UK**. **We**’ll provide cover to get **you home**. See ‘Getting you and your passengers’ home’.

Once **you**'ve been told that **your** cover is ending, if **you** have a hire car, **you** must return it to the place agreed with **us** within 24 hours. If **you** want to keep the car hire for longer **you** must first agree this with **us**. **You** will have to pay to extend **your** hire.

## Section 6 – Getting you and your car home

### 1. Getting your car home

**You** are only covered under this section if the cost of repairing **your car** is less than its **market value**. If the cost of repair is greater than this, **you** can either make **your** own arrangements or choose to have **your car** destroyed. If **you** do this, **we** will pay the cost of import duty.

#### Covered

If **your car** breaks down, or is involved in a road traffic collision, **fire** or **theft** in **Europe** and can't be repaired before **you** plan to return **home**, **you** have a couple of different options.

#### Option 1: Sending your car back to the UK

- **We**'ll arrange and pay for recovery of **your car** to a single **UK** destination of **your** choice. The amount **we**'ll pay is limited to the **market value** of **your car**.
- **We**'ll also arrange and pay for storage of **your car** while it's waiting to be returned.

#### Option 2: Leaving your car in Europe to be repaired and returning to collect it

If **your car** can be repaired in **Europe**, **we**'ll cover up to £600 for someone to return and collect **your car** when ready. This could be by standard-class rail, air fare, or public transport, and includes £50 per day for accommodation.

While **you**'re waiting for **your car** to be fixed in **Europe** or while **you**'re waiting for **your car** to be sent back to the **UK**, **we**'ll reimburse **you** for a hire car in the **UK**, for up to 24 consecutive hours.



#### Not covered

- Any costs for storage after **you**'ve been notified that **your car** is ready to collect.
- **You**'re not covered if a customs officer or any other official finds illegal contents in **your car**.
- Any import duties unrelated to **your car**. For example, for items carried in **your car**.



#### Important note

Once **we**'ve agreed to get **your car** back **home**, it can take several weeks for it to be delivered back to the **UK**. Especially at busy times such as Easter or Summer.

If **your car** is not eligible to be brought back to the **UK** under this policy, **you** will need to arrange to bring **your car** back yourself. If this has not happened after 10 weeks, **we** will dispose of it, and **you** will be liable for any charges.

### 2. Getting you and your passenger's home

**We**'ll provide alternative transport to get **you** and **your passengers** home if:

- **your car** can't be repaired by **your planned departure date**, and **we** bring it **home**, or
- if **we** confirm that the cost of repairing **your car** will be more than its **market value**.

For details on the alternative transport options, **we** can offer **you**, please see 'Section 5. 1. Hire car' and '2. Alternative transport'.

## Section 7 – Replacement driver

### Covered

**We** can help if **you** unexpectedly fall ill or are injured during a **journey**. If there's no one in **your** party who can drive **your car** instead of **you**, **we** may be able to offer **you** a replacement driver or recover **your car** and **passengers** to a single destination in the **UK**.

**We'll** need a medical expert to confirm in writing that **you** are unable to drive.



### Not covered

- If there's another **passenger** who is fit and legally able to drive **your car**.
- Any benefits under any other section of this policy (for example Recovery, Hire car, or Getting your car home).

## Section 8 – Vehicle break-in emergency repairs

To make a claim **you** need to tell the local police within 24-hours of the break-in and get a written report.

### Covered

If someone in **Europe** breaks into **your car**, or tries to, and damages the windows, windscreens, or locks, **we** will reimburse **you**, up to £175, for:

- immediate emergency cost to secure **your car**. For example, calling somebody to secure a broken window, or
- the costs of taking **your car** to a local garage. They can make sure **your car's** secure and check that the break-in hasn't made it un-safe to drive.



### Not covered

- the cost of any parts or associated work
- any benefits under any other section of this policy (for example Recovery, Hire car, or Getting your car home).

## Reimbursement

**We** won't reimburse any costs that haven't been arranged through or agreed by **us**.

If **we** do agree for **you** to pay for a service and claim the cost back from **us**, **you** can do this by visiting [rac.co.uk/reimbursementclaimform](http://rac.co.uk/reimbursementclaimform). If **you** have any questions, contact **us** on 0330 159 0337. Please send **us your** completed form within 90 days of **your breakdown** using the contact details on the form. **We'll** need to see proof of payment, so please send **us** the receipt.

## Caravans and trailers

All the benefits **we** provide to **your car** will also apply to **your** caravan or trailer if it is attached to **your car** when the **breakdown** happens.

**We** will only cover caravans or trailers that are less than:

- 3.5 tonnes
- 7.0 metres long
- 2.55 metres wide.

**We** can't arrange replacement caravans or trailers, however. Similarly, **we** cannot usually hire vehicles with tow bars. So, if **your car breaks down you** may need to leave **your** caravan or trailer with it while it is being repaired.



### Important note

Caravans and trailers are only covered if they are attached to **your car** when the **breakdown** happens. This policy doesn't cover anything being carried in a trailer or caravan, even when attached to **your car**.

## Help sourcing parts

If **you** need to go into a garage after the **breakdown**, **we** can help **you** purchase replacement parts if they can't be found locally. **We** will pay for their delivery to the garage, but **you** will need to pay for the parts.

## Section 9 – Ways we can help, beyond a breakdown

If **your car** can't be driven, but it's not because of a mechanical or electrical breakdown, **we** can still help. For any of the following problems, just give **us** a call on 00 33 472 43 52 55.

- Road-traffic collisions - **We** will arrange recovery of **your car** to a local garage.
- Running out of fuel (or charge for an **electric vehicle**)

**We** will take **you** to the nearest fuel station or electric charger. **You** will need to pay for **your** fuel/charge.

- Flat tyres

If **your car** is carrying a spare tyre, **we** will fit this to allow **you** to continue **your journey**. If **you** don't have a spare tyre, **we** will arrange to recover **your car** to a local garage. If a tyre needs to be ordered, this can take two days or more. If the delay causes **you** to miss a pre-booked ferry or train connection, **we** will reimburse **you** under 'Section 4 - Missed Connection'. **You** will need to pay for the tyres and any associated costs.

- Locked-in keys

If **your** ignition keys are locked in **your car**, **we** will arrange for local experts who could help to try to get them out. **We** are not liable if damage is caused to **your car** in this process. **You** will need to pay for this service.

- Flooding

If **your breakdown's** caused by driving through flood water, **we'll** arrange for **your car** to be taken to a local repairer. All further service needs to be covered by **you** or referred to Aviva Insurance Limited.

## Your policy conditions

The following conditions apply to all sections of **your** European Motoring Assistance cover. If **you** don't keep to them, **we** can refuse cover.

1. **Direct request for services:** **You** must request services directly from **us**. **We'll** only provide cover if **we've** arranged or authorised **your** services. If **your car** is already at a garage or another place of repair, **you** won't be covered.
2. **Living in the UK:** **You** must be a permanent resident of the **UK** during the time **you're** covered by this policy.
3. **Making a claim:** Claims made more than 24 hours after the **breakdown** may be refused.
4. **Callout to avoid repair cost:** If **we** have reason to think **you** have called **us** out to avoid the cost of repairing **your car**, or to correct a repair that's been tried by someone else, **we** won't provide cover.
5. **Driver must be with your car:** **You** must be with **your car** at the time of the **breakdown** when **we** attend. If there isn't, **we** won't be able to provide a service.

6. **Personal belongings:** Don't leave personal belongings in **your car**. **We** can't cover any loss or damage to personal belongings.
7. **Under-16s:** If **we** need to recover **passengers** under the age of 16, an adult must accompany them.
8. **Passengers: Your car** must not carry more **passengers** than the number stated in **your car's** Registration Document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification.
9. **Animals:** The only animals allowed in **RAC** vehicles are assistance dogs. However, if **your car** needs to be recovered, animals can stay in **your car** at **your** own risk, or **we**'ll do our best to find an alternative way to transport them. **We** won't be liable for any injury to animals, or damage they cause. **We** do not transport livestock. **We**'re not responsible for any costs relating to animals.
10. **Roadworthiness:** If **we** repair **your car**, **we**'re responsible for that repair but this doesn't mean **we**'re confirming **your car's** legal and roadworthy condition. This is **your** responsibility.
11. **Uninsured losses:** **We** won't be responsible for any losses after a **breakdown** that aren't listed in this European Motoring Assistance section. For example, **we** won't pay for any loss of earnings or missed appointments.
12. **Continuing your journey:** **We** won't cover claims for repairs that aren't essential to **you** continuing **your journey**.
13. **Local laws:** **You** must make sure **your car** meets all the laws of the countries **you** visit.
14. **Exchange rate:** How **we** calculate exchange rate:
  - a. any costs **we** incur directly in a currency other than GBP will be converted to GBP at the exchange rate used by **us** at that time
  - b. any costs incurred by **you** in a currency other than GBP that **we** are going to reimburse will be converted to GBP either:
    - i. at the exchange rate used by **your** debit or credit provider
    - ii. at the exchange rate used by **us** when **we** receive **your** claim form if **you** paid in cash.
15. **Garage closed or can't help:** If **we** take **your car** to a garage, **we** can't guarantee it will be open or that repairs will start straight away. **We**'ll try to check that the garage can do the kind of repairs needed, but **we** can't guarantee this. **We** won't take responsibility for repairs, whether done by an **RAC** Approved Garage or not. The contract for repairs will be between **you** and the garage or repairer.
16. **Garage Repairs:** **We** won't take responsibility for the repairs done by a garage or repairer. Any acts or omissions are their responsibility. The contract for repairs will be between **you** and the garage or repairer.
17. **Delays to repairs:** If **your car** needs repairs after a **breakdown**, **you** must not delay or refuse repairs while in **Europe**. If **you** do, and **we** believe this will lead to higher costs, **we** can refuse **you** cover under 'Section 5 – Onward Travel' and 'Section 6 - Getting your car home'.
18. **Specialist resources:** **Your** policy doesn't cover:
  - a. **specialist resource.** For example, if **you**'ve lowered **your** suspension and **we** need special lifting equipment to move **your car** onto **our** ramp.
  - b. damage to glass, even if the damage means **you** can't legally or safely drive. **We**'ll arrange transport to a local garage so **you** can get **your car** fixed, but **you** will have to pay for the repair.
  - c. ferry charges for **your car** or **our** vehicle.
  - d. spare tyres and wheels – neither repairing or sourcing them.
  - e. non-**RAC** recovery in the **UK** If an emergency service, local authority, or any government agency handles **your breakdown**, **we**'ll only attend and offer recovery if **we**'ve been asked to by them. For example, a **breakdown** on a live lane of a motorway.

19. **Attendance times:** **We** can't guarantee how quickly **we**'ll be able to get to **you** after **you**'ve reported a **breakdown**, but **we**'ll always try to take **your** circumstances into account. The estimated times **we** give **you** may change because of things outside of **our** control, including traffic, accidents, and weather. If **we** think it's the best solution for **you**, **we** may send one of **our** trusted partners to help **you**.
20. **Breakdowns on motorways or dual carriageways:** If **you** **break down** on a motorway or dual carriageway, **we** may need to get the local highways authority or emergency services to take **you** to a safe place before **we** can attend. This would apply, for example, to a **breakdown** on a live lane of a motorway.
21. **Choice of options:** If **you** make a claim, there may be more than one option available to **you**. Based on **our** experience and expertise, **we**'ll recommend what **we** think is the best option. **We**'ll always discuss **your** options with **you** clearly.
22. **Other things not covered:** European Motoring Assistance doesn't cover the following.
  - a. Routine servicing, maintenance, or assembly of **your car**.
  - b. **Breakdowns** that happen during events or activities where the normal rules of the road don't apply. For example, **we** won't attend **breakdowns** on racetracks, or if **you** have been immediately recovered from a racetrack.
  - c. **Breakdown** and recovery in a place **you** or **we** have no legal access to.
  - d. Vehicles that aren't being used in line with the maker's guidelines.
  - e. Vehicles that aren't in good enough condition to drive. If **we** think **your car** isn't in good enough condition to be legally driven, **we** can refuse **you** service.
  - f. overloading of **your car** under the laws in any country it is travelling through
  - g. A claim that is or may be affected by the influence of alcohol and/or drugs.
  - h. A **breakdown**, road traffic collision, **fire** or **theft** caused by running out of oil or water, frost damage, rust or corrosion
  - i. Vehicle-storage charges. If **your car** can't be delivered as agreed and is being stored, **we**'ll contact **you** at **your** last-known address. **We**'ll provide details on collecting **your car** and any fees that may be payable. In extreme instances, if **you** haven't collected or paid for **your car**, it may be destroyed. **We**'ll try to contact **you** before this happens.
23. **Events outside of our control** may stop **us** being able to offer **you our** service as usual. These could include such things as terrorist acts, pandemics or epidemics, extreme weather, industrial disputes, wars, or riots. If this happens, **we**'ll take steps to make sure **we** can offer **you** the best service possible.

## Misuse of your policy

### You must not:

- behave inappropriately towards **us** – this includes acting in a threatening or abusive manner, physically or verbally
- persuade or try to persuade **us** to do anything dishonest or illegal
- fail to mention important facts about a **breakdown** to make sure **you** can use **our** service
- knowingly let someone who isn't covered by **your** European Motoring Assistance cover try to claim on it
- give payment details that **you** know will fail, with no intention of making a successful payment.

### If these conditions aren't met, we may:

- limit the payment options **we**'ll accept from **you**
- refuse to give **you** service under **your** cover immediately
- refuse to sell **you** any policy or services in the future.

**We**'ll let **you** know in writing if **we** decide to take any of these steps.

## Complaints

**We** are committed to giving **our** customers excellent service. **We** know, however, that sometimes **you** may feel **you** don't get the service **you** expect.

If **you**'re unhappy with **our** services, please contact **us**.

	Phone	In writing
Breakdown-related complaints	0330 159 0337	Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk
Complaints about how your policy was sold or managed	Please refer to your insurance adviser	

## Financial Ombudsman Service

If **we** can't resolve **your** complaint for **you**, **you** may be able to refer **your** complaint to the Financial Ombudsman Service at this address:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

0800 023 4567/0300 123 9123

Complaint.info@financial-ombudsman.org.uk

financial-ombudsman.org.uk

The Financial Ombudsman Service will only engage with **your** complaint if **you** have already tried to resolve it with **us**. Using this complaints procedure will not affect **your** legal rights.

## Financial Service Compensation Scheme

**RAC** Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If **we** can't meet **our** obligations to provide **you** with cover, **you** may be entitled to compensation from the FSCS.

**You** can find out more about the FSCS and how it works at:

fscs.org.uk

Financial Services Compensation Scheme

10th Floor

Beaufort House

15 St Botolph Street

London EC3A 7QU

The FSCS cannot help regarding the cover provided by **RAC** Motoring Services (Roadside, At Home or Recovery) under this policy.

## Law

These contracts (and any dispute or claim about them) are subject to interpretation in line with the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this policy booklet and the schedule) and other information relating to this contract will be in English.

## Our regulators

**RAC** Motoring Services is authorised and regulated by the Financial Conduct Authority. Their FCA number is 310208.

**RAC** Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their FCA number is 202737.

**You** can check this information on the Financial Services Register at: [register.fca.org.uk](http://register.fca.org.uk) 0800 111 6768

## Your Data

### Data protection statement

This section provides a summary of how **RAC** uses **your** information. For full details about **RAC's** use of **your** data, please visit [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy).

**You** can contact the Data Protection Officer for **RAC** by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to Data Protection Officer, **RAC** Great Park Road, Bradley Stoke, Bristol BS32 4QN.

### What data will **RAC** use?

There are three types of information about **you** which **RAC** will use to provide **your RAC**

#### **Breakdown** Cover:

- 1 Personal data: Information which potentially identifies **you**. This includes **your** name, address, email address, telephone number and date of birth.
- 2 Non-personal data: information about **you** that is not personal such as information about **your car**.
- 3 Special category data: In very limited circumstances, **RAC** will collect special category data such as information relating to **your** health. **RAC** will only ask for this information when necessary and in accordance with data protection laws.

### How **RAC** collects your data

**RAC** obtains **your** data from **you** when **you** contact them directly. **RAC** also obtains **your** data from Aviva Insurance Limited when **you** purchase **your** insurance policy, including the **RAC** European Motoring Assistance cover and/or if **you** report a new claim to Aviva Insurance Limited in relation to this **RAC** Breakdown Cover.

### How **RAC** uses your data

**RAC** will use **your** data for the administration of **your RAC Breakdown** Cover such as when **you** require assistance. **RAC** also monitors and records any communications with **you** including telephone conversations and emails for quality and compliance reasons.

**RAC** may disclose **your** personal data to third parties involved in providing products and services or to service providers who perform services on their behalf.

### Your rights

**You** have a number of rights relating to **your** personal data. For information about **your** rights **you** can visit [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy), contact **RAC's** Data Protection Officer or contact their Customer Service Team by:

- Telephone: 0330 159 0337
- Email: [membershipcustomercare@rac.co.uk](mailto:membershipcustomercare@rac.co.uk)
- Post: **RAC** Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

## Section 13 – Electric vehicle out of charge recovery

Provided that **you** notify the incident via **0345 030 7780** and follow all advice given, your no claim discount will not be affected, and no excess applies when claiming under this section.

Where **your car** is an **electric vehicle** up to 3.5 tonnes gross vehicle weight and cover is Comprehensive and **your car** high voltage battery has run out of charge in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man during the **period of insurance**, **we** will arrange for the RAC to either :

- charge your **electric vehicle** battery with enough power to get to a working charging point, or
- transport **your car**, including the driver and up to seven passengers, to the nearest working charging point or premises owned by **you**, whichever is closer.

## Exclusions to Section 13



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

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

## Section 14 – Home charging point cover

The following definition only applies to this section of the policy.

### Your property

The **policyholder's** main house, flat, any attached outbuilding (for example, a private garage or lean-to shed) and the land within the boundary of your property.

These must all be at the address shown on your schedule.

**We** will not cover:

- any commercial property.
- any let property.
- any communal spaces.

### What is covered?

Home charging points used to charge **your car** at **your property** are covered for electrical emergency and breakdown of the domestic electrical wiring between the fuse box and the charging point, which cause loss of use of the charging point.

## Examples of claims covered

- Failure of the electrical wiring leading to the charging point unit as a result of a DIY accident.
- Breakdown of fuse box causing loss of use of the charging point.
- Lost power to the circuit which the charging point is connected to.
- Permanent damage to the domestic electrical wiring leading to the charging point caused by a power cut or power surge.
- Electrical failure of a home charging point.

## Claims process and limit

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

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

## Home charging point is beyond economical repair

If the parts required to repair a home charging point are not available or if the parts required exceed 85% of the cost of a new charging point, a replacement of similar functionality will be installed.

Please note, no cash alternative will be offered.

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

## Exclusions to Section 14



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

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

## General exclusions

### These exclusions apply to all covers in this booklet.



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

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

**We** will not withdraw this cover,

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



(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

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

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

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

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

## General conditions

### These conditions apply to all covers in this booklet.

#### Renewal of the contract of insurance

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

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

#### Information and changes we need to know about

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

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

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

If **you** are in any doubt, please contact your insurance adviser at the address shown on your schedule.

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

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

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

#### Accurate Information

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

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

## Claims procedures

### Your duties

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

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

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

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

### Our rights

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

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

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

<b>Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.</b>		
<b>Information</b>	<b>Documents</b>	<b>Assistance</b>
<ul style="list-style-type: none"><li>• Details of third parties and witnesses</li><li>• Statement of events relating to your claim</li><li>• Sketch or photograph of the accident scene</li><li>• Correspondence received from another party (including court papers)</li></ul>	<ul style="list-style-type: none"><li>• Driving licence</li><li>• Proof of identity and address</li><li>• Vehicle documentation such as V5, MOT and proof of purchase</li><li>• Receipts and invoices</li><li>• Finance documents</li></ul>	<ul style="list-style-type: none"><li>• Attendance at court</li><li>• Meetings with solicitors or <b>us</b></li></ul>

## Cancellation rights

### Your rights

**You** can cancel this policy and/or remove optional covers at any time by contacting your insurance adviser at the address shown on your schedule.

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

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

### Our rights

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

- **you** have not paid your premium (including non-payment of instalments under an Aviva monthly credit facility). If premiums or instalment payment(s) are not paid when due, **we** will write to **you** requesting payment by a specific date. **We** will give **you** at least 14 days' notice in writing if **we** intend to cancel due to non-payment under an Aviva monthly credit facility. If **we** receive payment by the date set out in the letter, **we** will take no further action. If **we** do not receive payment by this date, **we** will cancel the policy and/or any cover options from the cancellation date shown in the letter;

- **we** reasonably suspect fraud;
- any **persons insured** have failed to co-operate with **us** and this affects our ability to process a claim or defend our interests;
- **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask;
- or **you** harass our staff or representatives, or behave in an abusive or threatening manner.

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

### Will I get a premium refund?

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



#### Important note

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

### Monthly payment plan

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

### Other insurance

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

### Your duty to prevent loss or damage

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

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

## **Your duty to comply with policy conditions**

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

### **Fraud**

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

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

### **Payments made under compulsory insurance regulations and rights of recovery**

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

### **Direct right of access**

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

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

# Complaints procedure

## Our promise of service

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

### What will happen if you complain:

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

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

### What to do if you are unhappy

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

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:

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

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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









## Been involved in an accident?

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

If you receive any contact from another party in relation to your claim, please re-direct this to us and we will handle it on your behalf.

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