



Distinct Classic car

Your Policy

Your Distinct Classic Car cover comes with a first-rate service that recognises the individuality of your vehicle.

Contents

About this policy	4	Section 5 Rugs, clothing and personal effects	13
The Contract of Insurance and Information and changes we need to know about	6	Section 6 Payments made under compulsory insurance regulations and rights of recovery	14
Definitions	7	Section 7 Emergency treatment	14
Policy overview	8-9	Section 8 Continental use/compulsory insurance requirements	14
Sections 1-9		Section 9 Breakdown assistance	14-15
Section 1 Cover for your vehicle	10-11	General Exceptions	16
Section 2 Liability to third parties	11-13	General Conditions	17-18
Section 3 Injury to you or to your spouse/domestic partner	13	Complaints procedure	19
Section 4 Medical expenses	13		

About this policy

This policy forms part of your legal contract with us. In this booklet, we also define exactly what your car is covered for. If you have any changes to your policy details, please speak to your insurance adviser.

But first, here's what to do if you need us.

Getting in touch

If you have an accident or need to make a claim, we're here to support you. Just call our claims helpline for assistance in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man on: **0800 051 1750** 24 hours a day.

In all cases, please quote your policy number.

Or Write to us at Distinct
Level 3 West-Claims
Pitheavlis
Perth
PH2 0NH

Making a claim

When you call the claims helpline on 0800 051 1750, we will record the details of your incident. We'll also be able to confirm:

- whether your policy covers you for the incident
- any excess that you'll have to pay
- the steps involved in making your claim, which we'll manage on your behalf.

We'll then send you a 'statement of fact' about your incident. An Incident Manager will call you to confirm that the details are correct. All you need to do is add any relevant information, check the statement, sign and return it to us.

Reporting an accident

Again, just call the claims helpline. If the incident is covered, we'll arrange for:

- your car to be recovered
- a safe journey home for you and any passengers
- an Incident Manager to talk you through the claim's process.

If the incident is not covered under your policy, we can still arrange to assist you. However, a charge will be made.

Breakdown cover

If you have Road risks cover and you require Breakdown assistance, just call **0800 051 1750**. We'll arrange for RAC to be with you as soon as possible.

Details to have to hand

When calling the claims helpline, please have your policy number to hand if you can. This number is written on your policy schedule. By quoting it, we'll be able to find your policy records quickly and deal with your call as efficiently as possible.

Telephone Call Recording

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

Customers with Disabilities

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

Choice of law

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

1. **you** and **we** agree otherwise; or
2. at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, 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.

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 continue in force and **you** will be required to pay the premium.

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

Administration Charge

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

Use of Language

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

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 on the FSCS website www.fscs.org.uk or write to:

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

The Contract of Insurance and Information and changes we need to know about

The Contract of Insurance

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

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

- Policy booklet.
- Information contained on your statement of fact document issued by **us**.
- **Schedule**.
- Any **clauses** endorsed on this policy, as set out in your **schedule**.
- **Certificate of motor insurance**.
- Any changes to your insurance policy contained in notices issued by **us** at renewal.
- The information under the heading 'Important Information' which **we** provide to **you** when **you** take out or renew your policy.

In return for paying your premium, **we** will provide the cover shown in your **schedule** under the terms and conditions of this policy booklet during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

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

Renewal of the contract of insurance

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

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

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 statement of fact, **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 vehicle.
- Any vehicle modifications.
- Any change affecting ownership of the vehicle.
- Any change in the way that the vehicle is used.

If **you** are in any doubt, please contact your insurance adviser.

When **we** are notified 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.

Definitions

Wherever the following words or phrases appear, they will have the meanings described below.

The insured/you/policyholder

The person or persons described as the insured in the policy schedule.

We/us

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

Your car

Any car described in the policy schedule and any other car for which details have been supplied to us and a certificate of motor insurance* bearing the registration mark of that car has been delivered to you and remains effective.

Policy schedule

Details of you, your car and the insurance protection provided to you.

Certificate of motor insurance*

A document that you must have as proof that you have the motor insurance necessary to comply with the law. It shows who can drive your car and what purpose it can be used for. The certificate of motor insurance does not, however, indicate the full policy cover and for this you need to refer to the main text of this policy booklet.

*Applicable to Road risks policies only.

Period of insurance

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

Clause

Additional or alternative wordings which, when included in your policy, change its terms. Those clauses applicable are identified in your policy schedule.

Fire

Fire, lightning and explosion.

Theft

Theft or attempted theft.

Your partner

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

Accessories

Additional or supplementary parts of your car not directly related to its function as a car. These include radios and other in-car entertainment, where any of these form an integral part of your car. Where your car is a motor caravan the term shall also include fixtures, fittings, furniture and furnishings.

Excess

The amount you will have to pay towards any claim.

Territorial limits

Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands and sea transit between any ports in these countries including the processes of loading and unloading.

Green Card

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

RAC

RAC Motoring Services, PO Box 700, Bristol BS99 1RB.

Policy overview

An overview of the key features, benefits and exceptions in the policy

Key features and benefits:

The following provides an overview of the differences in cover for Road Risks and Off the Road cover

Cover	Road risks	Off the road
Agreed value	✓	✓
Legal liability for death or injury to any other person, including passengers	✓	x
Legal liability for damage to other people's property	✓	x
Legal costs incurred with our consent, in connection with a claim against your policy	✓	x
Own damage including windscreen/window breakage and fire & theft claims	✓	✓
Personal injury: benefits for you and/your spouse/domestic partner for death	£2,500 each	x
Medical expenses for anyone injured in your car	Up to £100	x
Personal effects cover for personal belongings which are in or on your car	Up to £100 each	x
Breakdown Roadside Assistance provided by the RAC	✓	x
Accident recovery	✓	x

Significant or Unusual Exclusions

Your policy excludes some situations. Please refer to your policy booklet Sections 1 – 9 for full details but the most significant or unusual exclusions are outlined below.

Your policy excludes or limits the following:

The first part of any claim – this is known as the 'excess' (see Section 1). These are detailed below:

Standard excess

Will be shown on your schedule

Accidental Damage, Fire & Theft claims:

- Cars valued up to £15,000 £150
- Cars valued between £15,001 & £50,000 £200
- Cars valued between £50,001 & £100,000 £250
- Cars valued over £100,000 £500

Windscreen excess

£50

- Loss or damage arising from **theft** while the ignition keys of **your car** has been left in or on **your car** (see Section 1).
- Loss of use, reduction in value, wear and tear, or mechanical, electrical or computer breakdowns, failures or breakages (see Section 1).
- Loss of value following a repair (see Section 1).
- Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority (see Section 1).
- The maximum amount that will be paid out for damage to a third party's property will be £20,000,000 (see Section 2).
- When **your car** is being driven under its own power (Off the Road risks only – see Section 1).
- If **your car** exceeds the annual mileage limitation shown in the **policy schedule**.

- Off the road cover only applies when the vehicle is in a locked garage or is in transit to or from an exhibition i.e. not driven (see Section 1).
- **Theft** cover between the hours of 22.00 & 6.00 hours will only operate whilst the vehicle is kept in a locked garage at the normal garaging address (Road risks only – see Section 1).

General Exceptions

Inappropriate use (see the 'General Exceptions' section of the Policy Booklet)

- **We** will not pay for any accident, injury, loss or damage that occurs while **your car** is being used for a purpose not shown under the 'Description of use' section of your certificate of insurance or while it is being driven by any person not described in your certificate of insurance as entitled to drive.

Sections 1-9

Cover for your vehicle

Section 1

Road risks cover

If **your car** is lost, stolen or damaged we will, at our option, either:

- i. pay for **your car** to be repaired; or
- ii. replace **your car**; or
- iii. pay in cash the amount of the loss or damage.

Cover also applies to **accessories** and spare parts relating to **your car** whilst these are in or on **your car** or while in your private garage.

Between the hours of 10.00pm and 6.00am (BST or GMT as applicable) **theft** cover is restricted to **theft** from a locked private garage when **your car** is parked at or in the proximity of:

- your private dwelling house
- any other address where **your car** is normally garaged which has been specifically agreed by us.

Off the road cover

We will, at our option, either:

- i. pay for **your car** to be repaired; or
- ii. replace **your car**; or
- iii. pay in cash the amount of the loss or damage.

Where the loss of or damage to **your car** is caused directly by **fire**, accidental damage, or **theft** from your locked private garage or any other locked garage which has been specifically agreed by us.

Cover also applies to **accessories** and spare parts relating to **your car** whilst these are in or on **your car** or while in your locked private garage.

General policy cover

If, to our knowledge, **your car** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to us.

If **your car** is disabled through loss or damage insured under this policy we will pay the reasonable cost of:

- its protection and removal to the nearest repairers
- its delivery to you after repair but not exceeding the reasonable cost of transporting it to your address in the territorial limits.

Accident recovery

Within the territorial limits we can arrange for the protection and removal of **your car** to the nearest repairer. To use this service ring the claims helpline **0800 051 1750** (if you are in the Republic of Ireland you will need to ring a special number, **(+44) 1603 208 901** to obtain the recovery service). We will arrange the following at no cost to you

- Someone to come out and help. If **your car** cannot be made roadworthy immediately, it will be taken to our nearest approved repairer. **Your car** can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to **your car**.
- The onward transmission of any messages on your behalf to a member of your family or a friend.

Agreed value

If **your car** (including accessories and spare parts in or on the car) is lost or totally destroyed (or where following damage the reasonable cost of repair exceeds the agreed value shown in the schedule) **we** will pay the amount stated in the schedule as representing the value of **your car** if the loss or damage is insured under this policy.

Excesses

If **your car** including its accessories and spare parts is lost, stolen or damaged, **you** will have to pay the first part of any claim as indicated below:

Accidental damage, fire or theft claims

- £150 for cars valued up to £15,000.
- £200 for cars valued between £15,001 and £50,000.
- £250 for cars valued between £50,001 and £100,000.
- £500 for cars valued over £100,000.

If **you** are only claiming for loss of or damage to the glass in **your car's** windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the excesses above will not apply. **You** will, however, have to pay the first £50 of the cost of glass replacement.

Exceptions to Section 1 of your policy

Your policy does not cover the following

1. Loss of use, wear and tear, depreciation, or mechanical or electrical computer failures or breakdowns, or breakages.
2. Damage to tyres caused by braking or by punctures, cuts or bursts.
3. Loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
4. Loss of value following repair.
5. Loss or damage arising from **theft** whilst the ignition keys of **your car** have been left in or on **your car**.
6. Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

Applicable to off the road cover only

7. In addition to the above exceptions **we** will not pay for any loss or damage occurring:
 - i. when **your car** is being driven under its own power and/or
 - ii. on a road to which the public have a right of access.

Notwithstanding the above, **your car** is covered for loss or damage whilst:

- i. it is being exhibited and/or
- ii. in the process of being transported to or from an exhibition provided it is not being driven under its own power.

Liability to third parties

Section 2

Your liability

We will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for:

- a. a person's death or injury
- b. damage to their property up to a maximum amount of £20,000,000 in respect of any one claim or number of claims arising out of one cause as a result of an accident caused by **your car**.

We will also pay any expenses for which you have our written authority to claim.

In respect of Terrorism, where we are obliged by the Road Traffic Acts to provide insurance, the maximum amount we will pay for damage to property as a result of any accident or accidents caused by your car or cars driven or used by you or any other person and for which cover is provided under this section will be:

- i. £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- ii. such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.

Liability of other persons driving or using your car. On the same basis that we insure you under this section, we will also insure the following persons

- Any person you give permission to drive your car, provided that your certificate of motor insurance allows that person to drive.
- Any person you give permission to use (but not drive) your car for social, domestic and pleasure purposes, provided that use for social, domestic and pleasure purposes is included in the certificate of motor insurance.
- Any passenger travelling in, or getting into or out of your car.

Indemnity to legal personal representative

In the event of the death of anyone who is insured under this section, we will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section.

Legal costs

We will pay:

- the fees of legal representatives we instruct to represent anyone we insure under this section at a coroner's inquest or fatal accident inquiry or to defend any proceedings in a court of summary jurisdiction
- fees for legal representatives we instruct to defend anyone we insure under this section when proceedings are taken for causing death by dangerous or careless driving.

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

Exceptions to Section 2 of your policy

The cover under this section will not apply:

1. if any person insured under this section fails to observe the terms, exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy
2. to death of or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts
3. to loss of or damage to property belonging to or in care of anyone we insure who claims under this section and to property being conveyed by your car
4. to damage to any car where cover in connection with the use or driving of that car is provided by this section
5. to any loss, damage, injury or death occurring whilst your car is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area
6. except to the extent that we are obliged by the Road Traffic Acts to provide insurance to:
 - a) any direct or indirect consequence of an act or acts of terrorism, whether or not such consequence has been contributed to by any other cause. Terrorism includes but is not limited to:
 - the use or threat of force and/or violence
 - 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, chemical, biological and/or radiological means: when any such act is committed 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 committed in whole or in part for such purposes
 - any action taken in controlling, preventing, suppressing or in any other way relating to (a) above.

In respect of terrorism, where **we** are obliged by the Road Traffic Acts to provide insurance, 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 **you** or any other person, and for which cover is provided under this section, will be

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

Injury to you or to your spouse/domestic partner

Section 3

If you or your spouse/domestic partner suffer accidental bodily injury in direct connection with **your car**, or while getting into, out of or travelling in any other private car not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay to the injured person £2,500 if, within three months of the accident, the injury is the sole cause of:

- death
- irrecoverable loss of sight in one or both eyes
- loss of any limb.

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

The most **we** will pay any one person during any one **period of insurance** is £5,000.

If you or your spouse/domestic partner have any other policies with **us** in respect of any other car or cars the injured person will only be able to obtain compensation for their injuries under one policy.

Exceptions to Section 3 of your policy

This personal accident insurance does not cover:

1. corporate bodies or firms
2. death or bodily injury arising from suicide or attempted suicide.

Medical expenses

Section 4

If **you**, or any other occupant of **your car** is injured as a result of **your car** being involved in an accident, **we** will pay for the medical expenses in connection with such injury up to the sum of £100 in respect of each person injured.

Rugs, clothing and personal effects

Section 5

We will pay **you** (or at your request, the owner) for loss or damage to rugs, clothing and personal effects caused by **fire**, **theft** or accidental means whilst they are in or on **your car**.

The maximum amount payable for any one incident is £100.

Exceptions to Section 5 of your policy

We will not pay for:

1. money, stamps, tickets, documents or securities
2. goods or samples carried in connection with trade or business
3. any rugs, clothing or personal effects if **your car** is a motor caravan.

Payments made under compulsory insurance regulations and rights of recovery

Section 6

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

Emergency treatment

Section 7

We will reimburse any person using any car which is covered under this policy for payments made under the Road Traffic Acts for emergency treatment.

Continental use/compulsory insurance requirements

Section 8

In addition to providing cover within the territorial limits, this policy, in compliance with EU directives, also provides the necessary cover to meet the laws on compulsory insurance of motor cars in:

- any other country which is a member of the European Union
- any country which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor car (eligible countries change from time to time. Your insurance adviser should be able to tell **you** the current list of eligible countries).

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

If you take your car abroad

The above cover only ensures that **you** meet minimum legal requirements whilst abroad. On request, your policy can be extended to provide the same level of insurance cover in the EU and certain other European countries as **you** have within the territorial limits (please note that Breakdown assistance cover cannot be extended beyond Great Britain, Northern Ireland, the Channel Islands or the Isle of Man). To obtain this cover **you** must tell your insurance adviser the details of your trip. They can arrange for this cover to be added to your policy and will (where appropriate) supply **you** with a **Green Card** and advise **you** of the additional premium to be paid.

Breakdown assistance

Section 9

The following cover is provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man by **RAC** for **you** or any person permitted to drive as described under 'five – Person or Classes of Persons entitled to drive' in the **certificate of motor insurance**.

If **your car**, or a trailer/caravan being towed by it, breaks down, ring **0800 051 1750** and **RAC** will arrange for someone to come out and help at no additional cost. If **your car** cannot be repaired immediately it will be taken to a nearby garage or a closer one of your choice where **you** can arrange for repairs to be made.

If **your car** needs to be towed it must display a valid road tax disc.

In addition, **RAC** will arrange for onward transportation for the driver, **your car**, up to four passengers and any caravan/trailer on tow at the time, to a destination of the driver's choice, in one non stop journey at no additional cost. This facility may also be provided if the driver falls ill and there are no passengers who can drive **your car** so that the journey cannot be

completed. In these circumstances it will be at the discretion of RAC whether this service is offered. Some form of medical certification will be required.

Exceptions to Section 9 of your policy

- The repair of **your car** if it will not start while parked at **your** home or any other address where **your car** is normally garaged.
- The cost of any ferry crossings or toll charges.
- The recovery of **your car** if it is stuck in water, a bog, a ditch or on a beach unless this forms part of a claim under Section 1 of the policy.
- The repair or recovery of **your car** if it broke down at the premises of a motor trader.
- The cost of spares, oil, keys, or any other materials and garage labour.
- Any car which:
 - is over 5.5 metres in body length
 - is a caravan or trailer over seven metres in body length
 - weighs more than 3.5 tonnes (gross vehicle mass)
 - is carrying a dangerous or illegal load
 - cannot be recovered by normal trailers or transporters.

In providing recovery assistance RAC employees and contractors will use reasonable care and skill when providing the service. RAC can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impracticable.

General Exceptions

Your policy does not cover the following

1. Any accident, injury, loss or damage while any car 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**
 - b. driven by any person other than anyone who is described under the section of your **certificate of motor insurance** headed 'Persons or Classes of Persons entitled to drive'. However, cover will continue to apply:
 - 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 while **your car** is being parked by an employee of a hotel or restaurant or car parking service
 - ii. if the injury, loss or damage was caused as a result of **your car** being stolen or having been taken without your permission
 - iii. by reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
 - c. driven by **you**, unless **you** hold a licence to drive the insured car or have held a licence and are not disqualified from holding or obtaining such a licence
 - d. driven by anyone else with your general consent who, to your knowledge, does not have a licence to drive **your car**, has never held one or is disqualified from holding or obtaining such a licence.
2. Any liability **you** have accepted in an agreement which **you** would not have had if that agreement did not exist
3.
 - a. Loss or destruction of, or damage to, any property or any associated loss or expense or any other loss; or
 - b. Any legal liability,
that is directly or indirectly caused by, contributed to by or arising from:
 - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event:
 - a. war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - b. any action taken in controlling, preventing, suppressing or in any way relating to (a) above except so far as is necessary to meet the requirements of the Road Traffic Acts.
5. Any accident, injury loss or damage (except under Section 2) arising during or as a result of:
 - a. an earthquake
 - b. a riot or civil commotion that happens outside Great Britain, the Isle of Man or the Channel Islands except where such liability is required to be covered by the Road Traffic Acts.
6. Any accident, injury, loss or damage if any car is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

General Conditions

Annual mileage limitation

1. Road risks policies only – Policy cover will not operate if **your car** exceeds the annual mileage limitation shown in the **policy schedule**.

Claims procedure

2. As soon as reasonably possible after any accident, injury, loss or damage, **you** or your legal personal representative must telephone **us** giving full details of the incident. Any communication **you** receive about the incident should be sent to **us** immediately. **You** or your legal personal representative must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or fatal accident enquiry.
3. **You**, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If **we** want to, **we** can take over and conduct in your name, or 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 the payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for **us** to achieve settlement.

Cancelling this policy

(4a) Your right to cancel

Following the expiry of your 14 day statutory cooling off period **you** continue to have the right to cancel this policy and/or any additional cover options provided by Aviva at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover. If **you** cancel your policy **we** will also charge a fee of up to £10.00 (plus Insurance Premium Tax where applicable) to cover our administrative costs.

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

(4b) Our right to cancel

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

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options provided by Aviva from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where the **persons insured** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects our ability to process a claim or defend our interests. See the 'Claims procedure' section of the General Conditions in this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See 'The Contract of Insurance and Information and changes we need to know about' section of this policy booklet and the separate 'Important Information' notices supplied.

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

If **we** cancel the policy **we** will also charge a fee of up to £10.00 (plus Insurance Premium Tax where applicable) to cover our administrative costs.

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

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

Other insurance

5. If at the time of any claim arising under this policy there is any other insurance covering the same loss, damage or liability, **we** will only pay our share of the claim.

This provision will not place any obligation upon **us** to accept any liability under Section 2 which **we** would otherwise be entitled to exclude under Exception one to Section 2.

Your duty to prevent loss or damage

6. **You** shall at all times take all reasonable steps to safeguard **your car** from loss or damage. **You** shall maintain **your car** in efficient condition and **we** shall have, at all times, free access to examine **your car**.

Your duty to comply with policy conditions

7. Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and endorsements of this policy.

Fraud

8. 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** and **we** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

Monthly premiums

9. If **you** are paying monthly premiums, these will be due on the start date of the insurance shown on your **schedule** and on the same date of each following month. If **you** do not pay the first premium, the policy will be invalid.

We will provide **you** with one month's cover for each monthly premium **you** pay. If **you** have paid one or more premiums but then fail to pay any premium after that, **we** will have the right to cancel the policy as set out in the General Conditions section of this policy booklet.

Car sharing and insurance

10. If **you** receive a contribution as part of a car-sharing arrangement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carrying passengers for hire or reward provided:

- **your car** is not constructed or adapted to carry more than eight passengers (including the driver)
- the passengers are not being carried in the course of a business of carrying passengers
- the total contributions received for the journey do not involve an element of profit.

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

Important Notice – Information we need to know about

11. **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.

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.

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.
- 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 or usual Aviva point of contact.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123

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

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



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