



TFP Executive Policy



TFP Executive, in association with Aviva, have developed a tailor-made policy specifically for chauffeur driven vehicles.

The Policy automatically includes a number of additional features designed to meet your day-to-day requirements.

In the event of an accident, windscreen breakage or to make a claim:



Please ensure that claims, fault or non-fault are reported immediately as this can often mean a substantial reduction to the overall cost of a claim.

You should keep your TFP Executive Policy document in a safe place and make a note of your policy number and the Incident Care number so these are available should an emergency arise.

If you have any queries about the cover or would like to extend it please speak to your usual insurance adviser.

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### Incident Care number

In the event of an accident, windscreen breakage or to make a claim you can call  
**0800 169 4033** 24 hours, 365 days.

## Introduction

### The Contract of Insurance

This policy is a contract of indemnity between **you, the policyholder**, and **us**, Aviva. This **policy**, the application form and any clauses endorsed on the policy and the **policy schedule** should be read together and form the contract of insurance. In return for payment of the premium by **you, we** will provide insurance in accordance with the policy cover shown in the **policy schedule** in respect of accident, injury, loss or damage occurring within the **territorial limits** (or in the course of transit between any ports therein including the processes of loading and unloading) during the **period of insurance**.

### Changes we need to know about

Please tell **us** or your insurance adviser immediately **you** become aware of any changes to your circumstances which may affect this insurance or any other material facts eg. a change to the persons to be insured, motoring convictions of any of the persons to be insured, a change of **vehicle** or a change of use to the **vehicle**.

### Choice of law

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

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

### Additional Covers – Refund of Premiums

Where you have purchased additional cover options with this policy, there is no refund available on these additional covers if they are subsequently removed after the statutory cancellation period.

### Incident Care

#### Claims & Emergency Helpline – 0800 169 4033

Incident Care is open 24 hours a day, 365 days a year, on 0800 169 4033. Call us free for immediate assistance in an emergency or to notify a claim.

### Making a claim

Just one call to Incident care and our professionally trained Incident Managers will help you get your business back to normal as fast as possible, with minimum fuss.

Firstly, we will confirm whether the incident is covered by your policy and advise you of any excess you will have to pay. There is no need to fill in a claim form.

Then you will be assigned a Personal Incident Manager to handle your claim from beginning to end, keeping you regularly updated on its progress.

For further information See page 12 of this policy or telephone us on Incident Care.

### In the case of an accident

If you have been involved in an accident and your vehicle can not be driven, your Incident Manager will look after your immediate needs, by:

- arranging for your vehicle to be recovered to an approved repairer
- dealing with any immediate concerns you may have, such as contacting those who need to know you have been involved in an accident.

The repair bills will be paid directly by us to our approved repairer (apart from any applicable excess), so there is no need to worry about the finance.

### Damaged windscreens/windows

If your windscreen or windows are cracked, chipped or shattered, phone Incident Care and an Incident Manager will arrange for an approved glass company to get to you as quickly as possible, assess the damage and either repair or replace the windscreen on the spot.

You only pay a £50 excess if the windscreen or other glass is replaced up to a value of £500.00.

The £500 limit is waived if you use RAC Auto Windscreens via the Incident Care contact number: 0800 169 4033.

Note: For our joint protection, telephone calls to Incident Care may be recorded and/or monitored.

You do not have to pay extra for Incident Care - it is all part of the service.

### Telephone Taping

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

## Definition of terms

To save lengthy repetition, wherever the following words or phrases occur, they will have the precise meaning described below unless otherwise stated:

### The insured/you/policyholder

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

### Insurer/we/us

Aviva Insurance UK Limited  
8 Surrey Street, Norwich NR1 3NG  
Registered Number: 99122  
Authorised and regulated by the Financial Services Authority

### Your vehicle

Any vehicle described in the **policy schedule** and any other vehicle for which details have been supplied to **us** and a **Certificate of Motor Insurance** bearing the registration mark of that vehicle has been delivered to **you** and remains effective.

### Policy schedule

Details of **you**, **your vehicle** 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 vehicle** 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 the policy booklet.

### 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**.

### Market value

The cost of replacing **your vehicle** with one of a similar type and condition.

### Clause

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

### Fire

Fire, self ignition, lightning and explosion.

### Theft

Theft, or attempted theft.

### Accessories

Additional or supplementary parts of **your vehicle** not directly related to its function as a vehicle. These include radios and other in-car entertainment or communication equipment, where any of these form an integral part of **your vehicle**. Cover is provided up to a limit of £1000.00.

### Hospital

A lawful establishment (other than a convalescent nursing or rest home or convalescent nursing self care or rest sections unit of a hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hour a day nursing service by registered nurses.

### Emergency dental treatment

Emergency treatment to natural teeth within 4 days of the incident.

### Excess

The amount of any claim **you** will have to pay if your vehicle is lost, stolen or damaged.

### Territorial limits

Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands and sea transit between any ports therein 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 cover index

Cover	Operative Sections
Comprehensive	- All sections of the policy are operative
Third Party Fire and Theft	- Section I is inoperative except for loss or damage caused directly by fire or by theft
Third Party Only	- Section I is inoperative

## Section I

### Loss of or damage to your vehicle

We will indemnify you against loss of or damage to your vehicle and its accessories and spare parts while thereon

We may at our option repair, reinstate or replace such vehicles or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damage. If to our knowledge the vehicle is the subject of a hire purchase agreement or leased such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to us in respect of such loss or damage. The maximum amount payable by us in respect of any claim for loss or damage shall be the market value of such vehicle immediately prior to such loss or damage not exceeding your estimate of value shown in our records.

If such vehicle is disabled by reason of loss or damage insured under this Policy we will bear the reasonable cost of protection and removal to the nearest repairers. We will also pay the reasonable cost of delivery to you after repair of such loss or damage not exceeding the reasonable cost of transport to your address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Accessories as stated in the Definitions are limited to £1,000 in respect of any one claim, and all claims are subject to the policy excess applicable to your policy and stated to in your schedule.

### Glass in Windscreen and Windows

Where the only damage sustained by your vehicle is breakage of glass in the windscreen or windows (or any scratching of bodywork resulting solely and directly from such breakage) any general 'excess' in this Policy or in any endorsement applicable to this Policy shall be of no effect.

Any such damage for this section is restricted to comprehensive vehicles only with the windscreen/window replacement value limited to £500 of any one incident; this amount is subject to a £50 excess in respect of all claims. This limit is waived if you use RAC Auto Windscreens via the Incident Care contact number.

## Exceptions to Section I

We shall not be liable for

(1) the following excesses in respect of loss or damage (other than by fire, self-ignition, lightning, explosion or theft or attempted theft) occurring while your vehicle is being driven by or is in the charge of for the purpose of being driven by the following:

Driver	Amount to be paid by you
(a) 20 year of age or under	£500
(b) Between 21 and 24 years of Age inclusive	£300
(c) Any person over 25 years of age who has held a public or private hire licence for less than 12 Months	£150
(d) Any person aged 70 or above	£150
(e) 25 years of age or over but is the holder of	
– a provisional licence or	
– a full licence for less than 12 Months	
– a licence issued outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for less than 2 years to drive a vehicle of the same class as such vehicle	£300

**All the above excesses are in addition to the policy excess as detailed in your schedule.**

- (2) Loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures, breakdowns or breakage's
- (3) Damage to tyres caused by braking or by punctures, cuts or bursts
- (4) Loss of damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- (5) Loss of value following repair
- (6) Loss or damage arising from theft whilst the ignition keys of your vehicle have been left in or on your vehicle
- (7) Any personal effects, money or goods belonging to the driver, passengers or any other party

## Section 2

### Liability to Third Parties

#### Indemnity to you

We will indemnify you against liability at law for damages and claimant's costs and expenses and all costs and expenses incurred with our written consent in respect of

- (a) death of or bodily injury to any person
- (b) damage to property but the indemnity against liability for such damage is limited to £5,000,000 in respect of any one claim or number of claims arising out of one cause

where such death injury or damage arises out of an accident caused by or in conjunction with your vehicle including the loading and unloading of such vehicle

#### Indemnity to other persons (including passengers)

We will in the terms of Sub-Section 1 indemnify

- (a) any person who is driving your vehicle on your order or with your permission provided that and to the extent that such driving is permitted by the effective Certificate of Motor Insurance
- (b) any person using (but not driving) your vehicle with your permission for social domestic and pleasure purposes provided that such use is included in the effective Certificate of Motor Insurance
- (c) any passenger travelling in or getting into or out of your vehicle

#### Legal Costs

We will pay:-

- the fees of solicitors 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 ask to defend anyone we insure under this section when proceedings are taken for causing death by dangerous or reckless driving

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

#### Joint Policies-Cross Liabilities (Indemnity to each Insured)

In the event of a claim for indemnity under this Section we will indemnify each Insured against liability incurred to the other as if such other was not insured under the Policy

#### Indemnity to Legal Personal Representatives

We will indemnify the Legal Personal Representatives in the event of the death of any person entitled to indemnity under this Section in respect of any liability by such person subject to the terms and limitations, which applied to such person

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

We will pay:-

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

We will not provide indemnity:

- (1) Unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with the business;
- (2) Unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of you of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts;
- (3) In respect of proceedings which result from any deliberate act or omission by you; or
- (4) Where indemnity is provided by another insurance policy.

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

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

Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited.

#### Cross liabilities

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

- (i) £20,000,000 where your vehicle is a private car or motorcycle;
- (ii) £5,000,000 in respect of all other vehicles in respect of any claim or a series consequent on one original cause.

### **Application of indemnity limits**

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

### **Exceptions to Section 2**

We shall not be liable

- (1) under Sub-Section 2 (a) unless the person driving holds a licence to drive such vehicle or has held and is not disqualified for holding or obtaining such a licence
- (2) under Sub-Section 2 (b) or (c) if to the knowledge of the person claiming to be indemnified the person driving does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence
- (3) under Sub-Section 2 or 3 to indemnify any person
  - (a) unless such person shall observe fulfil and be subject to the terms exceptions and conditions of this Policy so far as they can apply
  - (b) if such person is entitled to indemnity under any other Policy
- (4) in respect of death or injury to any employee of the person insured which arises out of the course of such employment except where such liability is required to be covered by the **Road Traffic Acts**
- (5) in respect of loss, damage, injury or death caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone other than the driver or attendant of your **vehicle** either bringing a load to **your** vehicle for loading on to it or taking a load away from **your vehicle** having unloaded it
- (6) in respect of
  - (a) Damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this Section
  - (b) damage to property being conveyed by your vehicle

- (7) any loss, damage, injury or death occurring whilst your vehicle is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts
- (8) in respect of damage to premises (or to the fixtures and fitting therein) which are not your property but are occupied by you under a leasing or rental arrangement if such damage is also covered by any other Policy
- (9) in respect of damage to any vehicle where indemnity in connection with the use of driving of that vehicle is provided by this Section
- (10) except to the extent that we are liable under the Road Traffic Acts in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (i) Terrorism  
Terrorism is defined as any act or acts including but not limited to
    - (a) the use or threat of force and/or violence and/or
    - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes
  - (ii) any action taken in controlling preventing suppressing or in any way relating to (i) above

Where we are liable 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 you or any other person and for which cover is provided under this section will be

- (i) the third party property damage limit specified in the policy or £5,000,000 whichever is the lower in respect of all claims consequent on one originating cause; or
- (ii) such greater sum as may in the circumstances be required by the Road Traffic Acts

## Section 3

### Indemnity to Owner

If to our knowledge your vehicle is the subject of a hiring agreement other than a hire purchase agreement between you and the Owner of such vehicle

- (1) Any payment in cash by us under Section 1 in respect of loss or damage not repaired reinstated or replaced shall be made to such Owner whose receipt shall be a full and final discharge to us in respect of such loss or damage
- (2) In the terms of Section 2 we will indemnify such Owner in the event of an accident occurring while such vehicle is let on hire under such agreement and is not being driven by (or is not in the charge of for the purpose of being driven by) such Owner or a person in the Owner's employ

### Exceptions to Section 3

We shall not be liable

- (1) if the Owner is entitled to indemnity under any other Policy
- (2) unless such Owner shall observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they can apply as though such Owner were the Insured
- (3) for any amount in excess of the market value of the vehicle at the time of such loss or damage

## Section 4

### Indemnity to Principals

Notwithstanding General Exception 2 we will indemnify any Principal against legal liability in respect of which you would have been entitled to indemnity under the Policy if the claim had been made against you

Provided that you shall have arranged with the Principal for the conduct and control of all claims for which we may be liable by virtue of this indemnity to be vested in us

### Exceptions to Section 4

We shall not be liable

- (1) in respect of death of or bodily injury to any person in the employment of the Principal arising out of and in the course of such employment where the Principal is legally liable for such death or injury
- (2) in respect of bodily injury to the Principal for any amount for which you would not be liable in the absence of an agreement

- (3) in respect of damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal

- (4) to provide indemnity in respect of liquidated damages or under any penalty clause

## Section 5

### Medical Expenses

If the driver or any occupant of your vehicle shall in direct connection with such vehicle sustain any bodily injury caused by violent accidental external and visible means we will pay to you the medical expenses in connection with such injury up to the sum shown in the Policy Schedule in respect of each person injured

## Section 6

### RAC

#### Accident Recovery

If **your vehicle** 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**

Within the **territorial limits we** can arrange for this protection and removal of **your vehicle** through the **RAC**. To use this service ring Incident Care 0800 169 4033 (if **you** are in the Republic of Ireland **you** will need to ring a special number 1800 535005 to obtain the recovery service) The **RAC** will arrange the following at no cost to **you**:

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

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

## Section 7

### **Territorial Limits, Foreign Travel and Associated Cover**

#### **1. Territorial Limits**

In accordance with the Policy Cover indicated in the Schedule this Policy applies in respect of accident injury loss or damage occurring

- (a) in Great Britain Northern Ireland the Isle of Man and the Channel Islands
- (b) in any other member country of the European Union
- (c) in the Czech Republic, Hungary, Norway, Slovak Republic and Switzerland

#### **2. Foreign Travel to Additional Countries**

This Policy shall apply to your vehicle for which an International Motor Insurance Card (Green Card) and a Foreign Use Endorsement have been issued and remain effective while such vehicle specified in the Green Card is in the countries specified in such Green Card

#### **3. Transit Cover (Vehicle Only)**

Sub-Section 1 and 2 of this Section shall extend to apply in direct connection with the transit of your vehicle including processes of its loading and unloading between any sea or air ports in countries specified in Sub-Section 1 or specified in such Green Card provided always that such transit shall be by a scheduled air service or by an recognised sea passage of not longer duration under normal conditions than 65 hours

#### **4. Customs Duty**

Provided that such liability arises as the direct result of any loss of or damage to such vehicle which loss or damage is the subject of indemnity under this Policy we will indemnify you against liability incurred by you for the enforced payment of Customs Duty on such vehicle after temporary importation thereof into any country specified in (b) and (c) of Sub-Section 1 of this Section or specified in the Green Card mentioned in Sub-Section 2

#### **(4) General Average Salvage Sue and Labour Charges**

We will indemnify you for General Average Salvage Sue and Labour Charges incurred during the transportation of such vehicle by sea between countries specified in Sub-Section 1 and 2 provided always that such vehicle is covered against loss or damage by this Policy

### **(5) Compulsory Insurance Requirements –Foreign Travel Insurance**

In respect of

- (a) any country which is a member of the European Union
- (b) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7 (2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE)

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurred 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

#### **For Journeys Abroad**

Your Certificate of Motor Insurance is sufficient evidence of cover within the following:

- (a) EU Countries
- (b) the Czech Republic, Hungary, Norway, Slovak Republic and Switzerland

Even though not legally necessary Green Cards will be issued free on request. It is advisable to carry a Green Card when visiting Italy and Spain. Cover may be extended to other countries on request

## Section 8

### **Unlicensed Drivers**

Any requirement of this policy that the person driving under this policy must hold or have held a licence to drive your vehicle does not apply, when a licence is not required by law. The terms of this policy will otherwise apply

## Section 9

### Claims

All claims irrespective of negligence or liability must be, in the first instance, reported to Incident Care on 0800 169 4033, within one calendar month of the date of the incident

Late notification will nearly always increase the cost of settling such claims. Therefore, your failure to report an incident could result in the increased cost being passed to you, the policyholder, for settlement

In addition to any other Voluntary or Compulsory excess, an Additional excess in respect of any damage, for late claim reporting will apply as indicated below:

Up to 30 days	–	Nil
31 to 45 days	–	£100
46 to 60 days	–	£200
61 to 89 days	–	£300
90 days or more	–	£400

## Section 10

### 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** reserve the right to recover such payments from **you** or from the person who incurred the liability

## Section 11

### Emergency Treatment

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

## Legal Services and Advice

### Definitions

The following definitions apply only to this **clause**. The general definitions in this policy also apply where appropriate

### Insured person

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

### RAC/RAC Legal Services

**RAC** Insurance Ltd. acting through **RAC** Legal Services both of Great Park Road, Bradley Stoke, Bristol, BS99 1RB

### Legal Representative

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

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

### Legal proceedings

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

### **Legal costs**

The fees, expenses, costs and disbursements reasonably and properly incurred by or on behalf of the **insured person** and authorised by **RAC** in pursuing or defending a claim under this **clause**; and

The costs of a third party either for which the insured person is held liable by court order or which are agreed by **RAC** and are incurred in connection with legal proceedings covered under this clause

### **Event or Cause**

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

### **Limits of Indemnity**

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

### **Road Traffic Accident**

An accident involving your vehicle

- (i) on a public highway or on a private road or car park to which the public normally exercises an uninterrupted right of access
- (ii) within the **territorial limits**
- (iii) where the **insured person** is not at fault
- (iv) for which a third party is at fault and
- (v) which occurs during the **period of insurance**

### **Uninsured losses**

Loss arising out of a **Road Traffic Accident** where the loss is not otherwise covered by insurance and either damage occurs to **your vehicle** or any personal effects owned by the **insured person** whilst in or mounting or dismounting from **your vehicle**

### **Territorial Limits**

- Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man, the Channel Islands or mainland Europe west of the Urals

### **What is covered**

1. **RAC** will indemnify the **insured person** against the **legal costs of legal proceedings** incurred in connection with
  - The pursuit of a claim directly arising from a **Road Traffic Accident**: and/or
  - The defence of a motoring prosecution brought against an **insured person** in connection with criminal proceedings involving **your vehicle**. Pleas in mitigation will be supported by **RAC** at their sole discretion and when there is a prospect of such a plea presented either in writing or in person by a solicitor or barrister materially affecting the likely outcome of the prosecution
2. **RAC** may, at their sole and unfettered discretion, facilitate the hire of a replacement vehicle on behalf of the **Insured person** for the period that **your vehicle** is immobilised as a result of an **insured event** and/or whilst it is being repaired. You must comply with the Terms and Conditions of the Hire Company selected by **RAC**
3. **RAC** will provide **you** with initial legal advice via incident care

### **What is not covered**

General exceptions to this policy also apply where appropriate

1. Claims arising from an on track/event accident
2. Appeals unless the **Insured person** has notified **RAC** of his or her wish to appeal at least ten working days before the deadline for any such appeal and the approval of **RAC** has been obtained
3. Claims (including appeals) which, in the opinion of **RAC** do not have a reasonable chance of success or, in the case of claims for damages, where in the opinion of **RAC** there is not a reasonable chance of successfully recovering any damages awarded. Cover may be refused or discontinued if such prospects do not, or no longer exist

#### 4. Legal costs

- a. incurred before **RAC** have confirmed acceptance of the claim in writing;
  - b. exceeding any amount approved by **RAC**;
  - c. incurred following a payment into court by a third party unless **RAC** have authorised the **insured person** in writing to continue with the claim after the payment into court or the **insured person** is ultimately awarded or settles for more than the amount of payment in;
  - d. incurred if the **insured person** withdraws instructions from the **legal representative** or from the **legal proceedings** unless such withdrawal is approved by **RAC**;
  - e. for any expert witness unless previously approved by **RAC**;
  - f. where the **insured person** is responsible for unreasonable delay which is prejudicial to the claim or where the **insured person** fails to give proper instructions in due time to **RAC** or the **legal representative**;
  - g. where the **insured person** pursues a claim without the consent of **RAC** or in a different manner from that advised by the **legal representative**
5. Claims against us or **RAC** who provide the insurance or claims by **the insured person** against any other person covered under the policy
  6. Claims relating to matters for which the **insured person** would, but for the existence of this policy, be entitled to indemnity under any other policy
  7. Claims directly or indirectly caused by, contributed to or arising from;
    - a. prosecutions which allege dishonesty or violence or which arise from drink or drug-related offences or parking offences;
    - b. any deliberate and criminal act or omission of the **insured person** or which is false or fraudulent in any way;
    - c. faults in **your vehicle** or faulty, incomplete or incorrect servicing, maintenance or repair of **your vehicle**
  8. Your travelling expenses, subsistence allowance or compensation for absence from work
  9. Application for Judicial Review
  10. Legal costs, fines or penalties which a court of criminal jurisdiction orders the insured person to pay

#### Conditions

The General conditions in this policy also apply where appropriate

1. To make a claim the **insured person** must notify **RAC** of the claim in writing as soon as reasonably possible and in any event within 180 days of the **event or cause** leading to the claim
2. On receipt of a claim under this policy **RAC** will evaluate the claim, advise on the steps the **insured person** should take to pursue the claim and, where appropriate, provide the assistance of a **legal representative** to pursue the claim either by negotiation or civil proceedings. If, in the opinion of **RAC** the claim may be capable of being settled by negotiation **RAC** will appoint a **legal representative** from its approved panel. In the event that the claim is not settled by negotiation and proceedings follow **RAC** will provide the **insured person** with the name and address of the **legal representative** whom **RAC** suggests should act for the **insured person** in the claim. You do not have to accept the **legal representative** nominated by **RAC**. If **RAC** and the **insured person** are unable to agree on a suitable **legal representative**, **RAC** will ask the Law Society to name another **legal representative**. **RAC** and the **insured person** must accept the Law Society's nomination. In the meantime, **RAC** may appoint a **legal representative** to act on behalf of the **insured person** to safeguard his or her interests
3. During the course of the claim you must
  - a. co-operate at all times in the completion of any necessary documentation or provision of information requested either by **RAC** or by the **legal representative**
  - b. not do anything which may prejudice your case or **RAC's** position in respect of the claim
  - c. take all available steps to recover the **legal costs** in the **legal proceedings**
  - d. Notify **RAC** of any settlement offer made before accepting it
4. During the course of the claim **RAC** will have the right of direct access to the **legal representative**
5. **RAC** shall not provide cover under the **clause** if the **insured person** makes a false declaration when applying for cover
6. The **insured person** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this **clause**
7. The **insured person** shall take all reasonable steps to mitigate the losses that flow from an **event** or cause
8. The **insured person** shall forward any accounts for **legal costs** as soon as they are received and, if required to do so by **RAC**, shall have such **legal costs** taxed, assessed or audited by the appropriate court or authority

**To make a claim under this section of the policy, please telephone 01454 209519**

## General Exceptions

We shall not be liable in respect of

(1) any accident injury loss or damage occurring while any vehicle in connection with which indemnity is provided under this Policy is being

- a. used otherwise than for the purposes described under '6-Limitations as to use' in the effective Certificate of Motor Insurance
- b. driven by or is in the charge of for the purpose of being driven by any person other than as described under 'Persons or classes of Persons entitled to drive' in the effective Certificate of Motor Insurance

except that the indemnity to you shall not be withdrawn by reason of General Exceptions (1) (a) and (1) (b) in the following circumstances

- (i) while the vehicle is in the custody or control of a member of the Motor Trade and used only for the purpose of overhaul upkeep or repair
- (iii) if the injury loss or damage was occasioned by theft of the vehicle or its being taken without your consent or other lawful authority
- (iii) by reason of the person driving not holding a licence to drive the vehicle if at the time of the occurrence giving rise to liability you had no knowledge of such Deficiency

- c.) driven by you unless you hold a licence to drive such vehicle or have held and are not disqualified for holding or obtaining such a licence
- d.) driven with your general consent by any person who to your knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence

(2) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement except as provided in Section 4

(3) (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or any consequential loss resulting or arising from, or

(b) any legal liability of any nature directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiation's 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) except to the extent that we are liable under the Road Traffic Acts any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (i) war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- (ii) any action taken in controlling preventing suppressing or in any way relating to (i) above

(5) any accident injury loss or damage (except under Section 2) arising during (unless it be proved by you that the accident injury loss or damage was not occasioned thereby) or in consequence of riot or civil commotion occurring in Northern Ireland

## Conditions

*This Policy the Schedule and the Certificate of Motor Insurance shall be read together and any word or expression to which a specific meaning has been attached in any part of these shall bear such meaning wherever it may appear*

### Claims Procedure

- (1) You or your legal personal representatives shall give notice in writing to our Head or any Branch Office as soon as is reasonably possible after the occurrence of any accident injury loss or damage with full particulars thereof. Every letter claim writ summons and process shall be notified or forwarded to us immediately on receipt. Notice shall also be given in writing to us immediately you or your legal personal representatives shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any accident for which there may be liability under this Policy
- (2) No admission offer promise payment or indemnity shall be made or given by or on behalf of you or any person claiming to be indemnified without our written consent We shall be entitled if we so desire to take over and conduct in your name or such persons name the defence or settlement of any claim or to prosecute in your name or such persons name for our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and you or such person shall give all such information and assistance as we may require
- (3) In connection with any one claim or number of claims arising out of one cause for indemnity against liability in respect of damage to property we may at any time pay to you the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and upon such payment being made we shall relinquish the conduct and such control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment

### Cancellation

- (4) The Company or an appointed agent of the Company acting on the Company's behalf and with the Company's specific authority may cancel this Policy by sending at least 7 days notice to you at your last known address and in such event will return to you the premium less the pro rata portion thereof for the period the Policy has been in force
- (5) You may cancel this policy by giving 30 days notice in writing or returning your certificate of motor insurance to us provided no claim has occurred during the current period of insurance, we will calculate the premium for the period we have been insuring you based on our short period rates) and refund any balance

Please note that in all instances of cancellation where a claim has been reported, no return premium will be payable in respect of that specific vehicle.

It is drawn to your attention that short period rates will apply during the first year of your insurance policy where cancellation is effected by you or on your behalf.

Time on risk charges and returns on cancellation are calculated at the following proportions of the annual premium.

One month .....	25%	Six months.....	70%
Two months .....	30%	Seven months .....	80%
Three months.....	40%	Eight months.....	90%
Four months .....	50%	Over eight months....	100%
Five months .....	60%		

### Other Insurance

- (6) If at the time any claim arises under this Policy there is any other existing insurance covering the same loss damage or liability we shall not be liable to pay or contribute more than our rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this Condition shall impose on us any liability from which we would have been relieved under Exception (3) to Section 2 but for the terms of this Condition

## Premium Adjustment

- (7) Prior to the commencement of any period of insurance you shall if requested lodge with us a Schedule (in the form required) of all motor vehicles covered by the definition of your vehicle on page 2 of the Policy

You shall notify us (in the form required) as and when motor vehicles are acquired or disposed of by you. In respect of such notifications you shall pay to us an additional premium or receive from us a refund of premium calculated as agreed

## Your Duty to Prevent Loss or Damage

- (8) You shall at all times take all reasonable steps to safeguard your vehicle from loss or damage you shall maintain your vehicle in efficient condition and we shall have at all times free access to examine such vehicle

## Arbitration

- (9) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant Statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against us

## Your Duty to Comply with Policy Conditions

- (10) The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by you and the truth to the best of your knowledge and belief of the statements and answers in the said Proposal shall be conditions precedent to our liability to make any payment under this Policy

## Fraud

- (11) if any claim is in any way fraudulent or if you or anyone acting on your behalf has used any fraudulent means including inflating or exaggerating the claim or submitting forged or falsified documents all benefits under this policy shall be forfeited

## Endorsements

*The following endorsements are operative only as specifically indicated in the Schedule and are subject to otherwise the terms exceptions and conditions of this Policy*

### A. Own Damage Excess

We shall not be liable under Section I for the amount specified in the Schedule in respect of loss of or damage to your vehicle other than by fire or by theft

In the event of any other excess contained in Sub-Section (1) of the Exceptions to Section I applying the total amount deductible shall not exceed £350

### B. Own Damage Excess

We shall not be liable under Section I for the amount specified in the Schedule in respect of loss of or damage to your vehicle other than by fire or by theft

Any other excess contained in Sub-Section (1) of the Exceptions to Section I is hereby deleted

### C. Own Damage Excess

We shall not be liable under Section I for the amount specified in the Schedule in respect of loss of or damage to your vehicle other than by fire or by theft. This amount applies in addition to any other amount for which we are not liable under this Policy

### D. Use Limited to own Premises

We shall be under no liability in respect of your vehicle while such vehicle is being used elsewhere than on your premises except during occasional use on a road or public highway solely for the purpose of proceeding between different parts of the said premises not more than one quarter of a mile apart For the purpose of this endorsement the expression 'road' and 'public highway' shall have the same meanings as they have for the purpose of the law of the territory in which the Policy operates relating to the insurance of liability to Third Parties

### E. Indemnity to Hirer

We will indemnify any hirer of your vehicle in the terms of this Policy in connection with any such vehicle while let on hire

Provided that any such hirer shall observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply as though such hirer were the Insured

## F. Fire and Theft Excess

We shall not be liable under Section I for the amount specified in the Schedule in respect of loss of or damage to your vehicle by fire or by theft

## G. Exclusion of Theft Cover

We shall not be liable under Section I for any loss or damage caused by or arising out of theft or attempt thereat

## H. Exclusion of Glass Cover

We shall not be liable under Section I in respect of glass replacement or repair for any loss or damage where the only damage sustained by your vehicle is breakage of glass in the windscreen or windows (or any scratching of bodywork resulting solely and directly from such breakage)

## I. Theft Excess

We shall not be liable under Section I for the amount specified in the Schedule in respect of loss of or damage to your vehicle by theft

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

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

## 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 complaints following assessment and investigation, 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 within 10 working days of receipt and give you an expected date of response.

### What to do should you be dissatisfied?

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Insurance Advisor or us at TFP Schemes.

You can write to us at TFP Schemes, Trevillian House, 40 Cathedral Road, Cardiff CF11 9LL. Or telephone us on: Tel. 029 20 30 10 30, whichever suits you, and ask your contact to review the problem.

If you remain unhappy with the decision you receive from us, you may write to the Chief Executive.

Chief Executive UK Insurance  
Aviva  
8 Surrey Street, Norwich NR1 3NS

If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS).

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall, London E14 9SR  
Telephone: 0845 080 1800

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

## Notes

TFP Schemes  
Trevillian House  
40 Cathedral Road  
Cardiff CF11 9LL

Tel: 029 20 30 10 30  
Fax: 029 20 30 10 40  
email: [enquiries@tfpschemes.co.uk](mailto:enquiries@tfpschemes.co.uk)  
[www.tfpschemes.co.uk](http://www.tfpschemes.co.uk)

