



TFP Multi Vehicle Policy

In partnership with



TFP Multi Vehicle, in association with Aviva, have developed a tailor-made policy specifically for private hire and hackney vehicles up to 4 taxis, MPV's and minibuses

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.

## Welcome to TFP Multi Vehicle

### Your Policy Benefits at a glance

- **Extended Public Liability Cover included as standard**  
Vital for any contract work including school and health authorities
- **FREE Incident Care Claims Service (24 hours a day, 365 days a year)**  
Via Aviva/RAC includes collision advice helpline
- **FREE Plated Replacement Vehicle Scheme**  
For non-fault accidents
- **Special Income Replacement Alternative**  
£35 per day
- **Up to £25,000 Driver Assault Cover**
  - **Expert 'RAC' Solicitors**  
To pursue injury compensation, Loss of Earnings and any other uninsured losses
  - **RAC Breakdown Assistance**  
Access at very competitive terms

*TFP Multi Vehicle - offering you more*

*You should keep your TFP Multi Vehicle 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 4066** 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 4066

Incident Care is open 24 hours a day, 365 days a year, on 0800 1694066. 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 the Incident Care number.

### 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 £250.00.

The £250 limit is waived if you use RAC Auto Windscreens via the Incident Care contact number: 0800 169 4066.

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 Limited  
Pitheavlis, Perth, PH2 0NH  
Registered Number: 2116  
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/Inoperative Sections
Comprehensive	- All sections of the policy are operative
Third Party Fire and Theft	- Section 6 is inoperative Section 1 is inoperative except for loss or damage caused directly by <b>fire</b> or by <b>theft</b>
Third Party Only	- Sections 1 and 6 are inoperative

## Cover for your vehicle

### Cover

#### Section I

##### Loss of or damage to your vehicle

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

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

The same cover also applies to **accessories** and spare parts relating to **your vehicle** whilst these are in or on **your vehicle**.

The maximum amount **we** will pay will be the **market value of your vehicle** immediately prior to the loss or damage but not exceeding your estimate of value shown in our records.

If, to our knowledge, **your vehicle** 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**.

##### 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 1694066 (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 messages 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.

### Excesses

If **your vehicle** (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.

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 thereat) 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

The **excesses** above apply in addition to any voluntary **excess** or other compulsory **excesses** that may apply.

If **you** are only claiming for loss of or damage to the glass in **your vehicle'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. This **excess** for glass will not apply when the glass is repaired rather than replaced.

Any such damage for this section is restricted to comprehensive vehicles only with the windscreen/window replacement value limited to £250 of any one incident. This limit is waived if you use RAC Auto Windscreens via the Incident Care contact number.

## Exceptions to Section 1 of your policy

Your policy does not cover the following:

- (1) loss of use, depreciation, wear and tear, mechanical, electrical, electronic or computer breakdowns or failures 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 vehicle** have been left in or on the vehicle
- (6) any personal effects, money or goods belonging to the driver, passengers or any other party.

## Liability to third parties

### Section 2

#### Your liability to third parties

We will insure you in respect of all sums which you may be required to pay by law and all other costs and expenses incurred with our written consent, arising from:

- (a) death of or bodily injury to third parties
- (b) damage to third party property up to a maximum amount of £5,000,000 in respect of any one claim or number of claims arising out of any one cause

where such death, injury or damage arises out of an accident caused by or in connection with **your vehicle**, including its loading and unloading, or any trailer while it is being towed by **your vehicle**.

Notwithstanding General Exception 2 **we** will insure **you** for all sums which **you** may be required to pay by law under an agreement with any person (hereinafter called the Principal) for the execution of work or services or in connection with access to any premises or road in the ownership of the Principal, 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 clause to be passed to **us**.

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

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 vehicle**, provided that your effective **Certificate of motor insurance** allows that person to drive
- any person **you** give permission to use (but not drive) **your vehicle** for social, domestic and pleasure purposes, provided that use for social, domestic and pleasure purposes is included in the effective **Certificate of motor insurance**
- any passenger travelling in, or getting into or out of **your vehicle**. This cover will be provided if **you** request it.

#### Indemnity to legal personal representatives

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

#### Legal costs

**We** will pay for:

- solicitors' fees if anyone **we** insure under this section is represented at a coroner's inquest or fatal accident enquiry or is defending any proceedings in a court of summary jurisdiction
- legal services to defend anyone **we** insure under this section in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death.

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

#### Application of limits of indemnity

In the event of any accident involving payments by us to more than one person insured under this section, any limitation by the terms of this policy or any **clause** endorsed on it 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 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, damage, injury or death caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to your vehicle for loading on to it or taking a load away from your vehicle having unloaded it
- (4) to loss of or damage to property belonging to or in the care of anyone we insure who claims under this section and to property being conveyed by your vehicle
- (5) to damage to any vehicle where cover in connection with the use or driving of that vehicle is provided by this section
- (6) to 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
- (7) for liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement
- (8) for bodily injury to the Principal for any amount for which you would not be liable in the absence of an agreement
- (9) for 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
- (10) for liability which attaches to the Principal which arises other than by reason of the negligence of you or your employee

(11) 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

### (a) Terrorism

Terrorism is defined as any act or acts including but not limited to

- (i) the use or threat of force and/or violence and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological 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

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

## Additional covers

### Section 3

#### **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 4

#### **Emergency treatment**

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

A payment made under this section will not prejudice your No Claim Discount.

### Section 5

#### **No claim discount**

If **you** do not make a claim under your policy, your renewal premium will be reduced in accordance with our scale applicable at such time (your insurance adviser can tell you what the current scale is).

If more than one vehicle is insured by this policy, the No Claim Discount will be applied as if a separate policy had been issued for each vehicle.

No Claim Discount is not earned on a policy issued for less than 12 months.

If **we** consent to transfer this policy to another person, No Claim Discount already earned under this policy will not apply to the person to whom the policy is being transferred.

### Section 6

#### **Glass in windscreen, sunroof or windows**

Any payment solely for repair or replacement of glass in the windscreen, sunroof or windows of your vehicle (or any scratching of bodywork arising directly and solely from the glass breakage) will not prejudice your No Claim Discount.

### Section 7

#### Continental use/compulsory insurance requirements

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

- any other country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/CEE relating to civil liabilities arising from the use of a motor vehicle. (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 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.

#### **If you take your vehicle 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 cover in the EU and certain other European countries as you have within the **territorial limits**. To obtain this cover **you** must tell your insurance adviser of the details of your trip. Your adviser will arrange for a clause to be endorsed on your policy to provide this cover and will (where appropriate) supply **you** with a **Green Card** and advise **you** of the additional premium to be paid.

## Driver Assault

### Section 8

#### Definitions

##### **Assault**

The Insured Person being assaulted by any person (other than an employee of the Insured) while engaged in his duties on behalf of the Insured and such assault being an unprovoked attack

##### **Accident/Accidental**

Shall mean a sudden violent external unforeseen and identifiable event

##### **Accidental Bodily Injury**

Injury caused by Accidental and/or violent means

##### **Geographical Limits**

As per Policy

##### **Loss of all Sight**

Shall include total and irrecoverable loss of all sight which shall be deemed to have occurred

- (a) in both eyes when the condition is shown to the Insurer's satisfaction to be permanent and without expectation of recovery and the Insured Person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- (b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen scale and the Insurer is satisfied that the condition is permanent and without expectation of recovery

##### **Period of insurance**

From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for the renewal of this policy

##### **Operation of Cover**

The Insured having paid or agreed to pay the premium the Insurer will in the terms of this policy pay the sum(s) shown in the Schedule of Benefits in the event of any Insured Person described in the Schedule sustaining accidental bodily injury during the Operative Time which independently of any other cause results in death or disablement within the Geographical Limits during the period of insurance and all subsequent periods for which further payments of premium are accepted

##### **Schedule of Insured Persons**

The Insured and any other named driver on the policy

## Operative Time

### **Assault**

The Insured Person being assaulted by any person (other than an employee of the Insured) while engaged in his duties on behalf of the Insured and such assault being an unprovoked attack such assault being reported to the police within 24 hours.

### **Extensions**

#### **Cover under this policy includes**

- 1 Exposure  
Bodily injury includes exposure to the elements
- 2 Disappearance  
If after a reasonable period of time the Insurer having examined all evidence available has no reason to suppose other than that an accident has occurred the disappearance of an Insured Person shall be considered as constituting a claim under this policy  
If at any time after such a claim has been paid the Insured Person is found to be living that payment shall be refunded

### **Exclusions**

This policy excludes

- 1 **Hazardous Pursuits or Occupations**  
bodily injury sustained while taking part in racing
- 2 **Intoxicating Liquor or Drugs**  
bodily injury sustained while under the influence of intoxicating liquor or drugs taken by the Insured Person other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
- 3 **Self-Inflicted Injury**  
intentional self-inflicted injury
- 4 **Pre-Existing Medical Condition**  
any physical defect infirmity medical condition or chronic or recurring sickness which existed at or prior to the date of entry of an Insured Person into this insurance unless it has been declared to and accepted by the Insurer in writing
- 5 **Age Limits**  
bodily injury sustained after the period of insurance during which an Insured Person's 75th birthday occurs
- 6 **Residence**  
the Insured Person while permanently resident outside the United Kingdom Channel Islands or Isle of Man

## 7 War Risks

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 anyway relating to (a) above

## Conditions

### 1 Payment of Benefit

Benefit shall not be payable under more than one of the clauses in the Schedule of Benefits in respect of the same accident or the same period of disablement for the same person

After a claim has been paid under one of clauses 1 to 4 in respect of any person no further liability shall attach to the Insurer in respect of that person during the current period of insurance

### 2 Payment under Clause 4

Benefit under clause 4 shall be payable only on certification by a medical practitioner (appointed by Us) of permanent disablement as defined and not before the expiry of 52 consecutive weeks' disablement

### 3 Discharge of Liability

Benefit shall be payable to the Insured Person whose receipt shall be a valid discharge of the Insurer's liability

### 4 Evidence

All certificates information and evidence to support a claim shall be provided at the Insured's expense and shall be in a form as required by the Insurer

The Insured Person shall as often as required submit to medical examination at the Insurer's expense

### 5 Interpretation

Any word or expression in this policy to which a specific meaning has been given shall bear that meaning wherever it appears

### 6 Basis of Contract

The proposal and declaration made by the Insured forms the basis of and is incorporated in this contract

## 7 Observance

The observance of the terms of this policy and the truth to the best of the Insured's knowledge and belief of the statements and answers in the proposal and declaration completed by or on behalf of the Insured shall be conditions precedent to any liability of the Insurer

## 8 Cancellation

The Insurer may cancel this policy by sending 30 days' notice by recorded delivery to the Insured's last known address and the Insured shall become entitled to a return of premium corresponding to the unexpired period of insurance

## 9 Submission of Claim

Written notice of a claim shall be given to the Insurer without unnecessary delay and in any event not later than 60 days after the injury which is the subject of the claim

## 10 Fraud

If any claim is in any respect fraudulent or if any fraudulent means including inflation or exaggeration of the claim or submission of forged or falsified documents are used to obtain benefit by the Insured Person or anyone acting on the Insured Person's behalf all benefit under the policy in respect of that Insured Person shall be forfeited.

## Schedule of Benefits

Accidental bodily injury resulting in

1. death **£25,000**
2. total and irrecoverable loss of all sight in one or both eyes rendering the Insured Person absolutely blind in the eye or eyes beyond remedy by surgical or other treatment **£25,000**
3. total loss by physical severance or complete and irrecoverable loss of use of either one or both hands and/or one or both feet **£25,000**
4. permanent total disablement (other than loss of sight or limbs) entirely preventing the Insured Person from engaging in or giving attention to any and every profession or occupation **£25,000**

Occurring within 24 months of the date of the accident giving rise to the claim

5. total disablement entirely preventing the Insured Person from engaging in or giving attention to his/her usual occupation **£200 per week**

### Benefit 5:

**Excess** 7 days  
**Benefit period** 52 weeks

## Section 9

### Claims

All claims irrespective of negligence or liability must be, in the first instance, reported to Incident Care on 0800 169 4066, 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, whether own or third party, 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

### 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

## General Exceptions

Your policy does not cover the following -

(1) any accident, injury, loss or damage while **your vehicle** is being:

- used otherwise than for the purposes described under the “Limitations as to Use” section of your effective **Certificate of motor insurance**
- driven by you unless you hold a licence, issued by the DVLA, to drive your vehicle or have held and are not disqualified from holding or obtaining such a licence
- driven by you unless you hold any other driving licence required by law to drive **your vehicle** for the purposes for which it is being used
- driven by anyone else with your general consent who to your knowledge does not have a licence issued by the DVLA to drive **your vehicle** has never held one or is disqualified from holding or obtaining such a licence
- driven by anyone else with your general consent who to your knowledge does not have any other driving licence required by law to drive **your vehicle** for the purposes for which it is being used
- driven by any person other than as described under the section of your effective **Certificate of motor insurance** headed “Persons or Classes of Persons entitled to drive”, except that cover will not be withdrawn
  - (i) While **your vehicle** is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair
  - (ii) If the injury, loss or damage was caused as a result of **your vehicle** being stolen or having been taken without your consent or other lawful authority
  - (iii) If the person driving does not have a driving licence and **you** had no knowledge of such deficiency.

(2) any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.

(3) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss resulting; or

any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(4) any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power 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 II) arising during or in consequence of:

- (a) earthquake
- (b) riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands except where such liability is reinsured to be covered by the Road Traffic Acts.

This exception will not operate if **you** can prove that the accident, injury, loss or damage was not caused by either of these perils.

## General Conditions

### Claims procedure

- (1) As soon as reasonably possible after any accident, injury, loss or damage, **you** or your legal personal representative must telephone **us** with the 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 enquiry.
- (2) **You**, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If **we** want to, **we** can take over and conduct in your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve settlement.
- (3) Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, **we** may, at any time, pay **you** the full amount **we** are required to pay under the policy (less any sums **we** have already paid in compensation) or, any lesser amount for which such claim or claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. **We** will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

### Cancelling this policy

- (4) **You** may cancel this policy at any time by 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 (your insurance adviser will be able to tell **you** what these are) and refund any balance.

**We**, or any agent appointed by us and acting on our specific authority may cancel this policy by sending a notice of cancellation giving not less than 7 days notice to your last known address. **We** will calculate the premium for the period we have been insuring **you** based on pro-rata 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

- (5) If at the time of any claim arising under this policy there is any other insurance policy 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 1 to Section 2.

### Your duty to prevent loss or damage

- (6) **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 **your vehicle**.

### Arbitration

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

### Your duty to comply with policy conditions

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

### Fraud

- (9) 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.

## Monthly premiums

(10) If one or more premiums have been paid, non-payment of any subsequent premium on the date it falls due will give us the right to cancel the policy with effect from the date to which the premium relates.

**You** will be provided with one months cover for each monthly premium paid during the **period of insurance**.

In the event of a total loss claim under this policy, all remaining monthly premiums for the period of the insurance contract will immediately become due. **We** reserve the right to deduct this amount from the claims settlement.

## Financial Services Compensation Scheme

Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If we were unable to meet our obligations, you could be entitled to compensation from this scheme, depending on the type of insurance and the circumstances at the time.

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)

