



TFP Truck Policy



TFP Truck, in association with Aviva, have developed a tailor-made policy specifically for commercial vehicles including Trucks, HGV and Heavy Loaders.

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.

*Thank you for choosing Aviva. This policy sets out your full insurance details.  
If we can help further in any way, just ask your insurance broker.*

## Incident Care for you

As your claims and emergency helpline, Incident Care is open 24 hours a day, 365 days a year on: **0800 169 4033**  
You do not have to pay any extra for Incident Care – it comes free with your cover.

## Making a claim

Just one call to Incident Care and our professionally trained Personal Incident Managers will help you get your vehicle back on the road as fast as possible, and as easily as possible.

We will need to confirm whether the incident is covered by your policy first, and then advise you of any excess you will need to pay. There are no claim forms to fill out for this. Then you will be assigned a Personal Incident Manager to handle your claim from beginning to end, keeping you regularly updated on the progress of your claim.

## Breakdown Assistance

If your policy includes Breakdown Assistance, you can call Incident Care in the event of a breakdown and we will arrange for RAC to be with you as soon as possible.

## Driving abroad

Please ask your insurance broker for information on driving abroad and what to do in the event of an accident abroad.

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## The contract of insurance

### Legal definitions

This policy is a contract of insurance between you, the policyholder, and us, Aviva.

This policy, the application or any statement of facts, the schedule and the certificate of motor insurance form the contract of insurance between you and us.

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

### Choice of law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, that law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

### Changes we need to know about

Please tell your insurance broker immediately about:

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

### 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.

### The Insured/Insured Person/You/Policyholder

The person or people, company or companies described as the insured in the schedule.

### The Insurer/We/Us/Company

Aviva Insurance Limited, except where otherwise shown in the policy schedule.

### Your vehicle

Any motor vehicle described in the schedule or any other motor vehicle for which details have been supplied to us and a certificate of motor insurance has been delivered to you and remains effective.

### Mobile Shop

Mobile Shop including Trailer Shop, Catering Vehicle, Mobile Canteen, Ice Cream Van, Hot Food Dispensing Vehicle, Mobile Surgery, Hospitality Suite/Trailer and Exhibition Unit/Trailer.

### Schedule

The document which gives details of the cover you have.

### Certificate of Motor Insurance

The current document that proves you have the motor insurance you need by law. It shows who can drive your vehicle and what you can use it for. It is proof that you can use your vehicle on a road or other public place, as required by the Road Traffic Acts.

The certificate does not show the cover you have.

### Period of Insurance

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

### Market value

The cost of replacing your vehicle with one of the same make, specification and condition.

### Clause

An extra or alternative wording which changes the terms of your policy. Those clauses which apply are shown in your schedule.

## Fire

Fire, self ignition, lightning and explosion.

## Theft

Theft, attempted theft or taking your vehicle without your consent.

## Accessories

Parts to your vehicle which are not directly related to how it works as a vehicle. These include spare parts, audioequipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems provided they are permanently fitted to your vehicle and have no independent power source.

## Personal Belongings

Personal property within your vehicle including portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to your vehicle.

## Excess

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

## Trailer

Any drawbar trailer, semi-trailer or articulated trailer.

## Principal

Any person who employs you to act in their place or on their behalf.

## Territorial limits

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

## Green card

A document that you will need in certain countries that are not members of the European Union to prove that you have the minimum insurance cover needed by law to drive in those countries.

## Road Traffic Acts

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## RAC

RAC Motoring Services, 8 Surrey Street, Norwich  
NR1 3NG.

## Terrorism

1. Any act or acts including but not limited to:
  - a. the use or threat of force and/or violence and/or
  - b. harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes
2. Any action taken in controlling, preventing, suppressing or in any way relating to 1. above.

## High Category Hazardous Goods

Any substance within the following United Nations Hazard Classes:

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

Definition of Hazardous Location amended to read as:

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

## Your policy cover

Check here to see what you're covered against.

### Which sections apply for you?

That depends on the type of policy you have with us. Please refer to the table below for more information.

Cover	Operative Sections
Comprehensive	- All sections
Third Party Fire and Theft	- All Sections apply except Section VII. Only loss or damage caused directly by fire or theft applies to Section I
Third Party Only	- All Sections except Sections I, VII and X

## Section I

### Loss of or damage to your vehicle

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

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

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

If we know that you are still paying for your vehicle under a hire purchase, leasing or contract hire agreement, we will pay any claim to the owner described in that agreement. Our liability under this policy will then end.

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

### 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 repairer
- its delivery to you after repair but not exceeding the reasonable cost of transporting it to your address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Within the territorial limits we can arrange for this protection and removal of your vehicle. To use this service, telephone Incident care on 0800 169 4033 to obtain the recovery service (if you are in the Republic of Ireland, telephone 1800 535005 to obtain the recovery service). We will arrange the following at no cost to you:

- someone to come and help. If your vehicle cannot be made roadworthy immediately, it will be taken to the 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 repairs to your vehicle
- passing on a message to someone on behalf of any driver.

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

### New Vehicle Replacement

If you have Comprehensive cover (your current policy schedule will show the cover you currently have) we will replace your vehicle with a new vehicle of the same make and specification (subject to availability) if within six months of purchase new by you or your domestic partner (or within six months of registration if subject to a leasing or contract hire agreement):

- any repair cost or damage covered by the policy exceeds 60% of the United Kingdom list price of your vehicle (including vehicle taxes) at the time of its purchase; or
- your vehicle is stolen and not recovered.

#### We will only replace your vehicle if:

- you own the vehicle or you bought it under a hire purchase agreement or you leased or hired the vehicle under any type of leasing or contract hire agreement
- any interested hire purchase, leasing or contract hire company agrees
- you are the first registered owner of your vehicle unless it is subject to a leasing or contract hire agreement with you.

New Vehicle Replacement does not apply to trailers.

## Excesses

### We will not pay for:

1. the first £250 of any claim (other than glass claims) if your vehicle (including its accessories and spare parts) is lost, stolen or damaged

Except for Fire and Theft claims, the first part of any claim you have to pay is increased as indicated below While your vehicle is being driven by any person who is aged:

- a. 20 years or under £550
- b. 21 to 24 or a novice\* driver aged 25 or over £450

\* A novice driver is a driver who holds a provisional licence or has held a non-provisional licence for the class of vehicle being covered for less than a year.

2. the first £75 of any claim for loss of or damage to the glass in your vehicle's windscreen, sunroof or windows or for any scratching of bodywork resulting solely and directly from the breakage

The excess for glass will not apply when the glass is repaired rather than replaced.

### Exceptions to Section I of your policy

Your policy does not cover the following:

1. loss of use, depreciation, wear and tear, mechanical, electrical, electronic, computer breakdowns, 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 your vehicle
6. confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
7. loss or damage caused by the solidification or setting of any materials, where your vehicle is a concrete mixer, unless the solidification is caused by damage directly arising from a motor accident
8. loss or damage caused directly or indirectly by fire if your vehicle is a mobile shop and is equipped for the cooking or heating of food or drink
9. loss or damage to any fixtures, fittings and utensils while in or on your vehicle where your vehicle is a mobile shop.

## Section II

### Your liability to third parties

We will indemnify you in respect of all sums which you may be required to pay at law and all other costs and expenses Incurred with our written consent arising from:

- a. death or bodily injury to third parties, for an unlimited amount
- b. damage to third party property up to a maximum amount of £5,000,000.

The amount payable under b. above for damage to property is limited to £1,000,000 while your vehicle is:

- i. is carrying any High Category Hazardous Goods
- ii. is being used or driven at any Hazardous Location other than in any area designated for access or parking by the general public.

This Section only operates where such death, bodily injury or damage arises out of an accident caused by or in connection with:

- your vehicle including its loading and unloading; or
- any trailer while it is attached to your vehicle.

In respect of Terrorism 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 your vehicle or vehicles driven or used by you or any other person and for which cover is provided under this Section will be:

- i. £5,000,000 in respect of all claims consequent on one originating cause
- ii. such greater sum as may in the circumstances be required by the Road Traffic Acts.

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

Under this Section, we will also indemnify:

- any person you give permission to drive your vehicle, as long as your certificate of motor insurance allows that person to drive; and
- any person you give permission to use (but not drive) your vehicle for social, domestic and pleasure purposes, as long as such use is included on the certificate of motor insurance; and
- any passenger travelling in or getting into or out of your vehicle.

### Indemnity to owner (leasing or hiring agreements)

If we know that your vehicle is the subject of a leasing or contract hire agreement between you and the owner of your vehicle, we will indemnify the owner in the same way that we indemnify you under this Section if there is

an accident while your vehicle is let on hire or leased under the agreement, as long as:

- your vehicle is
  - not being driven by the owner;
  - not being driven by a person employed by the owner; or
  - not in the charge of but not being driven by the owner or any person employed by the owner
- the owner cannot claim under another policy
- the owner follows the terms, exceptions and conditions of this policy as far as they can apply.

### Indemnity to legal personal representatives

In the event of the death of anyone who is indemnified under this Section, we will protect his or her legal personal representatives against any liability that the deceased person had, which is covered under this Section.

### Legal costs

We will pay the following legal costs if they relate to an incident that is covered under this Section:

- the fees of solicitors we ask to represent anyone we indemnify under this Section at any Coroner's Inquest or Fatal Accident Inquiry or to defend any proceedings in a Court of Summary Jurisdiction; and
- fees for legal representatives we ask to defend anyone we indemnify under this Section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

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

We will pay under Section II of the policy:

- your legal fees and expenses incurred with our written consent for defending proceedings including appeals
- costs of prosecution awarded against you

arising from any health and safety inquiry or criminal proceedings for any breach of the

1. Health and Safety at Work etc Act 1974
2. Health and Safety at Work (Northern Ireland) Order 1978
3. 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
4. where indemnity is provided by another insurance policy

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

Health and Safety at Work etc Act 1974 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 each one will be covered as if they are the only Insured Person covered under this policy.

### Application of indemnity limits

In the event of an accident involving payments by us to more than one person indemnified 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 II

We will not be liable in respect of:

1. any claim if any person indemnified under this Section fails to observe the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment of indemnity under any other policy
2. death or bodily injury to any employee of the person indemnified which arises out of the course of such employment except where liability is required to be covered by the Road Traffic Acts
3. loss or damage to property:
  - i. belonging to or in the care of anyone we indemnify who claims under this Section
  - ii. being carried in your vehicle
4. loss, damage, death or bodily injury caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone, other than the driver or attendant of your vehicle, either bringing a load to your vehicle for loading on to it or taking a load away from your vehicle having unloaded it

5. damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this Section
6. all loss, damage, death or bodily injury caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered by the Road Traffic Acts. For the purposes of this Exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere
7. all loss, damage, death or bodily injury whilst your vehicle is being used in that part of an aerodrome or airport provided for the take-off and 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. any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism regardless of any other contributory cause or event except where such liability is required to be covered by the Road Traffic Acts
9. death, bodily injury or illness of any person caused by:
  - i. food poisoning or
  - ii. anything harmful contained in any goods supplied or
  - iii. any harmful or incorrect treatment given at or from your vehicle, where your vehicle is a mobile shop.
2. any amount payable by the Principal under any agreement which would not have been payable in the absence of such an agreement or
3. bodily injury to the Principal for any amount you would not have to pay but for such an agreement or
4. damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum which exceeds the amount required to indemnify the Principal
5. liquidated damages or damages incurred under any penalty clause.

## Section IV

### Emergency treatment

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

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

## Section V

### No Claim Discount (including No Claim Discount Protection)

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 broker can tell you what the current scale is).

Where you have at least 6 years no claim entitlement on your vehicle, your No Claim Discount will be protected and will continue to apply until you become ineligible for No Claim Discount Protection as a result of one or more claims arising in any three-year period from the operative date of this benefit.

In the event of:

- a. one claim occurring during such a three-year period, the No Claim Discount Protection facility will be withdrawn at the renewal following the claim
- b. two claims occurring during such a three-year period, No Claim Discount will be reduced by two steps on our current scale at the renewal following the second claim
- c. three claims occurring during such a three-year period, No Claim Discount will be reduced by four steps on our current scale at the renewal following the third claim
- d. more than three claims occurring during such a three-year period, No Claim Discount will be completely disallowed.

## Section III

### Indemnity to Principals

Where your vehicle is being used in connection with contract work on behalf of a Principal, we will indemnify the Principal in respect of compensation they are legally liable to pay arising from such use provided that:

- you would have been able to claim under the policy had the claim been made against you
- you have arranged with the Principal for the conduct and control by us of all claims for which we may be liable under this Section.

### Exceptions to Section III of your policy

We shall not be liable in respect of:

1. death or bodily injury to any person employed by the Principal arising out of or in the course of their employment or

Payments made solely for any of the following will not be deemed to be a claim for the purposes of assessing eligibility for No Claim Discount Protection:

- i. emergency treatment
- ii. breakage of glass in the windscreen, windows or sunroof where this is the only damage to the vehicle other than scratching of bodywork resulting from such breakage
- iii. loss of or damage to, or liability arising from a detached trailer
- iv. replacement locks
- v. Breakdown Assistance (where this cover has been selected)
- vi. Personal Accident (where this cover has been selected).

If more than one vehicle is insured under this policy No Claim Discount will only apply in respect of any vehicle for which we have agreed. 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, firm or company, No Claim Discount already earned under this policy will not apply to the person, firm or company to whom the policy is being transferred.

## Section VI

### Continental use/Compulsory insurance requirements

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

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

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

## If you take your vehicle abroad – outside the territorial limits

The 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 broker of the details of your trip. Your broker 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.

## Section VII

### Glass in windscreen, sunroof or window

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 VIII

1. Attached trailers  
The cover applicable to your vehicle will also apply to any trailer attached to your vehicle.
2. Detached trailers  
The cover will also apply to any trailer
  - a. belonging to you or hired to you under a hire purchase agreement; or
  - b. in your custody or under your controlwhile detached from your vehicle.
3. Contingent liability cover for your trailers  
We will indemnify you under the terms of Section II in respect of any trailer belonging to you or hired to you under a hire purchase agreement whilst it is not in your custody or under your control but not if there is any existing insurance covering the same liability.

Your No Claim Discount will not be prejudiced solely as a result of a claim arising from any trailer while such trailer is detached from any vehicle.

### Exceptions to Section VIII of your policy

We will not pay:

1. if any trailer or disabled mechanically propelled vehicle is being towed otherwise than in accordance with the law
2. for loss or damage to property being carried in or on any trailer or disabled mechanically propelled vehicle

3. under Section II of this policy for any loss or damage arising from the operation of any plant permanently attached to and forming part of your trailer (other than any lifting device for self-loading) as a tool other than where necessary to meet the requirements of the Road Traffic Acts
4. for loss or damage caused directly or indirectly by fire if your trailer is a trailer shop and is equipped for the cooking or heating of food or drink
5. for death, bodily injury or illness of any person caused by:
  - i. food poisoning; or
  - ii. anything harmful contained in any goods supplied; or
  - iii. any harmful or incorrect treatment given at or from your trailer, where your trailer is a trailer shop
6. for loss or damage to any fixtures, fittings and utensils while in or on your trailer where your trailer is a trailer shop
7. if your trailer is a caravan, other than to indemnify you within the terms of Section II of the policy while your caravan is attached to your vehicle
8. the first £250 of any theft claim in respect of a detached trailer.

## Section IX

### Suspension of cover

If your vehicle is to be out of use continuously for more than 28 days and its laid-up state is not caused by loss or damage covered by this policy, we are prepared to suspend cover from the date of receipt by us of the current certificate of motor insurance and allow a refund of premium for the laid-up period calculated in accordance with our practice at the time (your insurance broker can tell you what the current practice is). During the period of suspension the following cover shall continue to apply:

#### Where the policy cover is Third Party, Fire and Theft:

- Loss or damage by fire or theft whilst your vehicle is contained in a locked private garage or kept on locked private premises.

#### Where the policy cover is Comprehensive:

- Loss or damage whilst your vehicle is contained in a locked private garage or kept on locked private premises.

You will have to pay the first £250 of any claim under this Section.

A refund of premium is not allowable under a policy where the total period of cover is less than 12 months.

This Section of the policy does not apply to Mobile Shops.

## Exceptions to Section IX of your policy

We will not pay for:

1. loss of use, depreciation, wear and tear, mechanical, electrical, electronic computer breakdowns, failures or breakages
2. loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
3. loss of value following repair
4. loss or damage arising from theft whilst the ignition keys of your vehicle have been left in or on your vehicle
5. confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

## Section X

### Replacement locks

If the vehicle keys or lock transmitter are lost or stolen, we will pay the cost of replacing the:

- a. affected locks
- b. lock transmitter and central locking interface
- c. the affected parts of the alarm and/or immobiliser

provided that you can establish to our satisfaction that the identity or garaging address of your vehicle is known to any person who is in possession of your keys or transmitter.

Any payment made solely as a result of a claim under this Section will not prejudice your No Claim Discount.

## General exceptions

### What is not covered by the policy.

Your policy does not cover the following:

1. any accident, injury, loss or damage while any vehicle insured under this policy is being:
  - a. used or driven other than in accordance with the terms of your certificate of motor insurance 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

- b. driven by you unless you hold a licence to drive your vehicle or you have held a licence and are not disqualified from holding or obtaining such a licence
  - c. driven by anyone else with your general consent who, to your knowledge, does not have a licence to drive your vehicle, has never held one or is disqualified from holding or obtaining such a licence
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 or any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:
    - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  4. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
    - i. war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
    - ii. any action taken in controlling preventing suppressing or in any way relating to i. above, except as is necessary to meet the requirements of the Road Traffic Acts
  5. any accident, injury, loss or damage (except under Section II of this policy) arising during or in consequence of riot or civil commotion occurring:
    - a. in Northern Ireland
    - b. outside of the European Union, Croatia, Iceland, Norway and Switzerland,
 except as is necessary to meet the requirements of the Road Traffic Acts  
 This exception will not operate if you can prove that the accident, injury, loss or damage was not caused by this peril
  6. any accident, injury, loss or damage if any vehicle is registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## General conditions

How to make a claim, cancel your policy and other points to note.

### Our claims procedure

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

### Other insurance

4. If at the time any claim arises 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 II of the policy which we would otherwise be entitled to exclude under Exception I to Section II.

### Your duty to prevent loss or damage

5. 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

6. Where we have accepted a claim and there is a disagreement over the amount to be paid the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time.

When this happens a decision must be made before you can take any legal action against us.

## Your duty to comply with policy conditions

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

## Fraud

8. 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.

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

9. 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.

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 month's 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.

## Cancelling your Policy

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.

## Complaints procedure

We hope you are very happy with your policy. In the event of something going wrong, here is what to do.

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback.

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

What will happen if you complain?

- We will acknowledge your complaint within 2 working days of receipt
- We aim to resolve complaints, following assessment and investigation, as quickly as possible.
- Once an assessment and full investigation of your concern has been made, we will respond with a decision.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be more than 20 working days from when you first made your complaint.

## What to do should you be dissatisfied

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

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

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

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

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

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

## **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.

For cover required by the Road Traffic Acts you would be covered in full for any claim, for any other type of claim you would be covered for all of the first £2,000 and 90% of the remainder, in each case without any upper limit.

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

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