

MiniBus DIRECT

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How to Claim

If **you** want to make a claim under this policy or if you need breakdown assistance, phone the Helpline on 0800 1079053. Our Personal Incident Managers offer help and advice 24 hours a day, 365 days a year.

A Personal Incident Manager will record details of the incident and will be able to confirm:

- Whether your policy covers **you** for the incident.
- Any **excess** that **you** will have to pay.
- All the steps involved in the process of making a claim.

You will be sent an acknowledgement letter and be contacted by your Personal Incident Manager to confirm the details that you have already provided to the Helpline.

If you are involved in an incident phone the Helpline and if the incident is covered we will arrange for:

- Your vehicle to be recovered.
- A safe passage home for **you** and your passengers.
- Your Personal Incident Manager to talk **you** through the claims process.

If the incident is not covered under your policy we may still be able to assist **you**. However a charge may be made.

When telephoning the Helpline, please, at all times have your policy number ready. This will enable your Personal Incident Manager to find your records quickly and provide the level of service that **you** expect.

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

If **you** do not use the Helpline when requesting assistance then a charge may be made for any breakdown assistance provided. This charge may not be reimbursed.

For information about what to do in the event of an emergency or claim on the continent please refer to Section 16 (if applicable).

Your Cancellation Rights

If **you** are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for **you** in both a private and business capacity, **you** have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later. **You** should also return your **certificate of motor insurance** as soon as possible after cancellation.

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

Alternatively, if **you** wish to do so and if the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered, calculated as a proportion of the time for which the insurance would have provided cover and for any cost incurred by us in issuing the policy.

To exercise your right to cancel your policy, please contact your insurance adviser, at the address shown on your covering documentation.

If **you** do not exercise your right to cancel your policy, it will continue in force for the term of the policy and **you** will be required to pay the full premium as stated.

Alternatively, if **you** are not an individual/sole trader (including a partnership in England and Wales) there are no cancellation rights under this policy.

The Contract of Insurance

This policy is a contract of indemnity between you, the policyholder, and us Aviva Insurance UK Limited. This policy, the application form and/or Statement of Fact 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 Statement of Fact and/or 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;

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

Definition of terms

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

The insured/you/policyholder

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

Insurer/we/us

Aviva Insurance UK Limited.

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.

Statement of Fact and/or 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 purposes it can be used for and whether you are permitted to drive other vehicles. 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. Wherever the expression "certificate of motor insurance" is used in this contract, it means the certificate which, from time to time, is that in force and not one which we have withdrawn or which has ceased to be valid.

The 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 applied to your policy, change its terms. Those clauses applicable are identified in your Statement of Fact and/or Schedule.

Fire

Fire, lightning and explosion.

Theft

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

Accessories

Additional or supplementary parts of your vehicle not directly related to its function as a

vehicle. These include radios and other in-vehicle entertainment or communication equipment where any of these form an integral part of your vehicle and also portable telephones whilst connected to a power source in your vehicle. Mobile phones which operate independently through their own battery pack are not accessories within this definition.

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

Principal

Any person who employs you to act in his/her place or on his/her behalf.

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.

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.

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.

Policy Cover Index

Operative Sections

| | |
|-----------------------------|--|
| Comprehensive | All sections of the policy are operative unless otherwise stated in your policy Schedule/Statement of Fact. |
| Third party, fire and theft | Section 1 is inoperative except for Accident Recovery and loss or damage caused directly by fire or theft. Sections 2, 3, 4, 8, 9, 11, 12, 13, and 14. |
| Third party only | Section 1 is inoperative except for Accident Recovery Sections 2, 3, 4, 8, 9, 12, and 14. |

Section 1 - Loss of or damage to your vehicle

If your vehicle is lost, stolen or damaged, we may, 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 while these are in or on your vehicle or while in your private garage.

Removable audio equipment

We will also pay for loss or damage to your vehicle's audio equipment which is away from your vehicle or private garage if this equipment:

- has been designed to be removed or partly removed from your vehicle; and
- cannot work independently of your vehicle; and
- has been temporarily removed from your vehicle for security or maintenance purposes.

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.

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.

| The person driving or in charge of the vehicle is: | Amount to be paid by you for Accidental Damage Claims (excluding glass) | Amount to be paid by you for Fire, Theft and Malicious Damage Claims |
|--|---|--|
| Aged 20 or under | £400 | £150 |
| Aged 21 to 24 or a novice* driver aged 25 or over | £300 | £150 |
| Aged 25 or over and is a non-novice driver | £150 | £150 |

*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.

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 £60 of the cost of glass replacement. This excess for glass will not apply when the glass is repaired rather than replaced.

Accident Recovery

If **your vehicle** is disabled through loss or damage and is insured under this policy, we will pay the reasonable costs of:

- Its protection and removal to the nearest repairers.
- Its delivery to you after repair but not exceeding the reasonable cost of transporting **your vehicle** to your address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

In Great Britain, Northern Ireland, Channel Islands and the Isle of Man we can arrange for the protection and removal of **your vehicle** to the nearest repairers. In the event of an accident, ring the Helpline, and we will arrange for the following at no additional cost:

- 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**. This rescue service also applies when an accident occurs in the Republic of Ireland – ring 1800 535005.
- 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.

Trailers

The same cover also applies to any trailer:

- Attached to a vehicle specified in the Statement of Fact and/or Schedule.
- On premises owned or occupied by the insured.

No cover will operate in respect of:

Any trailer or disabled mechanically propelled vehicle whilst it is being towed otherwise than in accordance with the law.

Any trailer with plant permanently attached.

The amount payable by the Company in respect of any claim for loss or damage to any trailer shall not exceed £5,000.

New vehicle replacement

We will replace **your vehicle** with a new vehicle of the same make and specification (subject to availability) if within twelve months of purchase new by you:

- Any repair cost or damage covered by the policy exceeds 60% of the United Kingdom list price of **your vehicle** (including vehicle tax and VAT) 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 (any vehicle the subject of any type of leasing or contract hire agreement is not eligible for replacement).
- Any interested hire purchase company agrees.
- You are the first registered owner of the vehicle.

Excesses

Standard

If **your vehicle** (including its accessories and spare parts is lost, stolen or damaged **you** will have to pay the amount shown in the Statement of Fact and/or Schedule in respect of the person driving or in charge of the vehicle at the time of the loss or damage.

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

If **you** are only claiming for loss or damage to the glass in **your vehicles** windscreen, sunroof, or windows, or for any scratching of the bodywork arising solely from the breakage of glass then the only **excess** that applies is that shown specifically in respect of glass in the Schedule.

The **excess** for glass:

- Will not apply when the glass is repaired rather than replaced.
- Overrides any other general excess that would otherwise apply to glass claims.

Exceptions to Section 1 of your policy

Your policy does not cover the following:

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

Section 2 - Liability to Third Parties

Your Liability

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:

- Death of or bodily injury to third parties.
- Damage to third party property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses and other costs and expenses) and up to £5,000,000 for claimant's costs and expenses and other costs and expenses in respect of any one claim or number of claims arising out of any one cause.

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 being towed by **your vehicle**.

In respect of terrorism, where **we** are obliged by the Road Traffic Acts to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by **your 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 resulting directly or indirectly from one originating cause; or
- ii) such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.

Liability of other persons driving or using your 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 to drive) **your vehicle**, for social, domestic and pleasure purposes, provided that use for social domestic and pleasure purposes is included within the **certificate of motor insurance**.
- Any passenger travelling in or getting into or out of **your vehicle**.
- The employer or partner of the person using any vehicle for which cover is provided under this section while the vehicle is being used for business purposes permitted under the policy, except that we shall not be liable where.
- The vehicle belongs to or is hired by such employer or partner.
- The insured is a corporate body or firm.

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 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
- The 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.

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:

- 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.
- To death 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.
- To 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 of a load to your vehicle for loading on to it or taking a load away from **your vehicle** having unloaded it.
- 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 in **your vehicle**.
- To damage to any vehicle where cover in connection with the use or driving of that vehicle is provided by this section.

- 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.
- To 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 under the Road Traffic Acts.
- To loss, damage, injury or death directly or indirectly 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.

Section 3 - Indemnity to Owner

We will insure the Owner within the terms of Section II of the policy in respect of all sums which they may be required to pay by law, arising from:

- Death or injury to third parties; or
- Damage to their property up to a maximum amount of £20,000,000 in respect of any one claim or number of claims arising out of one cause as a result of an accident caused by or in connection with the vehicle provided that the vehicle is not:
 - (i) Being driven by the Owner.
 - (ii) Being driven by a person employed by the Owner.
 - (iii) 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 the Policy as far as they can apply.

Section 4 - Indemnity to Principals

Where **your vehicle** is being used in connection with contract work on behalf of a Principal we will insure the Principal within the terms of Section 2 of the policy in respect of all sums which the Principal may be required to pay by law arising from:

- death or injury to third parties; or
- damage to their property up to a maximum amount of £20,000,000 in respect of any one claim or number of claims arising out of one cause as a result of an accident caused by or in connection with the vehicle arising from such use provided that:
 - (i) **you** would have been able to claim under the policy had the claim been made against **you**;
 - (ii) **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 4 of your policy

The cover under this section will not apply in respect of:

- Death or injury to any person employed by the Principal arising out of or in the course of their employment; or
- any amount payable by the Principal under an agreement which would not have been payable in the absence of such an agreement; or
- injury to the Principal for any amount you would not have to pay but for such an agreement; or
- 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 insure the Principal; or
- liquidated damages or damages incurred under any penalty clause.

Section 5 - Driver Personal Accident Benefit

If the driver of **your vehicle** suffers accidental bodily injury in connection with **your vehicle** we will pay to the injured person or to his/her legal personal representative £2,500 (£500 if aged 18 or under) if, within 3 months of the accident, the injury is the sole cause of:

- Death.
- Irrecoverable loss of sight in one or both eyes.
- Loss of any limb.

The most we will pay any one person after an accident or during any one period of insurance is £5,000 (£1000 if aged 18 or under).

Exceptions to Section 5 of your policy

This personal accident insurance does not cover:

- Corporate bodies or firms.
- Death or bodily injury arising from suicide, attempted suicide or intentional self-injury

Section 6 - Medical Expenses

If **you** or anyone else who is in **your vehicle** are injured as a direct result of **your vehicle** being involved in an accident, we will pay for the medical expenses in connection with the injury up to £100 for each person injured.

Section 7 - Rugs, clothing and personal belongings

We will pay **you** (or the owner) for loss or damage to rugs, clothing or personal belongings caused by fire, theft, or accident whilst they are in or on **your vehicle**.

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

When an amount is payable to any person other than **you**, we may make such payment directly to that other person and their receipt shall be a full discharge to us.

We will not pay for:

- Money, stamps, tickets, documents or securities.
- Goods or samples carried in connection with any trade or business.
- The first £100 of any claim arising from fire, theft or malicious damage unless **your vehicle** is in a locked garage at the time of the incident.

Where this excess applies and there are simultaneous claims for loss or damage arising from fire, theft or malicious damage under other sections of the policy, all such claims will be combined and only one excess applied.

Section 8 - 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 9 - No Claim Discount

If you do not make a claim under your policy, your renewal premium will be adjusted in accordance with our scale applicable at the time.

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 under 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 10 - 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 scratching of bodywork arising directly and solely from glass breakage) will not prejudice your No Claim Discount.

Replacement will only be offered if a repair is not possible.

Section 11 - Replacement Locks

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

- affected locks; and
- the lock transmitter and central locking interface; and
- 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.

Your No Claim Discount will not be disallowed solely as a result of a claim under this section.

Section 12 - Continental use/compulsory insurance requirements

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- Any country which is a member of the European Union.
- Any country which the Commission of 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 from the use of a motor vehicle.

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.

In addition to this minimum cover, the policy provides the cover shown in the **Statement of Fact and/or Schedule** in any country in the **territorial limits**, subject to:

- **Your vehicle** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- Use of **your vehicle** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 3 months in any one trip.

Cover includes:

- Transit by sea, air or rail in or between countries within the territorial limits.
- Reimbursement of any customs duty **you** may have to pay after temporarily importing **your vehicle** to any country within the territorial limits, subject to your liability arising as a direct result of any loss or damage to your vehicle which is subject to payment under Section 1.
- General average contributions, salvage charges, sue and labour charges whilst **your vehicle** is being transported by sea between any countries within the territorial limits, provided that **your vehicle** is covered for loss or damage under this policy.

If you take your vehicle abroad

All countries within the territorial limits have agreed that a Green Card is not necessary for cross border travel. Your certificate of motor insurance, should, therefore, provide sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that you visit.

If, however, you contact your insurance agent at least two weeks before departure, he/she will be able to advise you what to do and who to contact in the event of an accident and provide statements in the main European languages for presentation to the police or other officials confirming that you have proper insurance to drive in their countries.

There is no cover for countries outside these **territorial limits**. We may, however, be prepared to extend cover to certain countries on request, in which case we will provide **you** with a Green Card and an additional premium will be required.

Section 13 - Accident Benefits

Overnight Accommodation, Onward Transportation

If **your vehicle** has been disabled through an accident covered under Section 1 of the policy in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, **we** may, at our discretion, offer **you** or any person permitted to drive as described under '5 – Persons or Classes of Persons entitled to drive' in the certificate of motor insurance either:

- Overnight accommodation for the passengers and driver up to a maximum of £350 in total. This does not include, however, the cost of providing meals or drinks.
- A refund of the cost of public transport for the driver and passengers to reach the end of their journey subject to a maximum of £350. **You** will need to produce receipts in order to claim for this.

If **your vehicle** has been stolen and not recovered arrangements will be made to provide alternative transport up to a total of £350 in order to complete the journey.

Section 14 - Breakdown Assistance

The following Benefits and services are provided in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, by RAC Motoring Services and/or RAC Insurance Limited (Company nos. 1424399 and 2355834). Registered office: RAC House, 1 Forest Road, Feltham, TW13 7RR. RAC Motoring Services (in respect of insurance mediation activities only), and RAC Insurance Limited are authorised and regulated by the Financial Services Authority and within the jurisdiction of the Financial Ombudsman Service and Financial Services Compensation Scheme.

If **your vehicle**, or a trailer/caravan being towed by it, breaks down, ring RAC and they will arrange for the following at no additional cost:

- Someone to come out and help you. If **your vehicle** cannot be repaired immediately it will be taken to a nearby garage or a closer one of your choice where you can arrange for repairs to be made.
- Onward transportation. If you are away from home and your vehicle cannot be repaired within a reasonable time. This will apply to you, your vehicle, passengers and any caravan/trailer on tow at the time, to the destination of the driver's choice, in one non-stop journey. This facility may also be provided if you fall ill and there are no passengers that can drive the vehicle so that you cannot complete your journey. In these circumstances it will be at the discretion of RAC whether this service is offered. Some form of medical certification will be required.
- Assistance if your vehicle will not start while parked at home. If your vehicle cannot be repaired immediately it will be taken to your local garage.

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

Breakdown assistance will not cover:

- The cost of any ferry crossings or toll charges.
- The recovery of your vehicle if it is stuck in water, a bog, a ditch or on a beach or if it has been turned over, unless this forms part of your insurance claim.
- The repair or recovery of your vehicle if it breaks down at the premises of a motor trader.
- The cost of spares, petrol, oil, keys or other materials and garage labour.
- The carriage of any livestock which require special transportation facilities.

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

General Exceptions

Your policy does not cover the following:

1. Any accident, injury, loss or damage while any vehicle insured under this policy 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 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 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 or any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:
 - Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - 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:
 - 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.
 - Any action taken in controlling preventing suppressing or in any way relating to (a) above except so far as is necessary to meet the requirements of the Road Traffic Acts.
 5. Any accident injury loss or damage (except under Section 2 of the policy) arising during or in consequence of riot or civil commotion occurring :
 - In Northern Ireland.
 - Outside of the European Union, Croatia, Iceland, Norway, and Switzerland.

This exception will not operate if you can prove that the accident, injury, loss or damage was not caused by this peril.

General Conditions

Claims procedure

- As soon as reasonably possible after any accident, injury, loss or damage, **you** or your legal personal representatives must telephone **us** with the full details of the incident. Any communication **you** receive about the incident should be sent to your Personal Incident Manager immediately. **You** or your legal personal representatives 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 a fatal accident inquiry.
- **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 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 a settlement.

- 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 less 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.

Cancellation

- **If you are an individual/sole trader (including a partnership in England and Wales)**
You have the right to cancel your policy during a period of 14 days after the latter of the day of purchase of the contract or the day on which you receive your policy documentation. If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. If you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover and will include an additional charge to cover the administrative cost of issuing the policy. You should immediately return your certificate of motor insurance.

To exercise your right to cancel your policy, please contact your insurance intermediary at their usual address and immediately return the certificate of motor insurance.

There are no other cancellation rights under this policy.

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the full premium as stated.

- **If you are not an individual/sole trader (or partnership in England and Wales)**
There are no cancellation rights under this policy.
- **We (or any agent we appoint and who acts with our specific authority), may cancel this policy by sending 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.**

Other Insurance

- 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

- 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

- 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

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

Fraud

- 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 benefit under this policy shall be forfeited.

Payments made under compulsory insurance regulations and rights of recovery

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

Administration Charge

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

Contract Certainty – Motor Subjectivity Condition

The following Policy Condition is added to your policy-

Subjectivity Condition

The policy, the application form, statement of fact and/or declaration made by you, and any clauses endorsed on the policy, the policy schedule and the certificate of motor insurance, should be read together and form the contract of insurance between You, (The policyholder,) and Us (Aviva Insurance UK Limited.)

We will clearly state if the cover provided by the policy is subject to you:

- providing us with any additional information requested by the required date(s),
- completing any actions agreed between you and us by the required date(s),
- allowing us to complete any actions agreed between you and us.

Upon completion of these requirements (or if they are not completed by the required dates), we may, at our option:

- modify your premium,
- issue a mid-term amendment to your policy terms and conditions,
- require you to make alterations to the risk insured by the required date(s),
- exercise our right to cancel your policy,
- leave the policy terms and conditions, and your premium, unaltered.

We will contact you with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by you and/or any decision by us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until we agree otherwise in writing. If you disagree with our requirements and/or decisions, we will consider your comments and where we consider appropriate, will continue to negotiate with you to resolve the matter to your and our satisfaction. In the event that the matter cannot be resolved:

- i) You have the right to cancel this policy from a date agreed by you and us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- ii) We may, at our option, exercise our right under the policy cancellation condition.

Except where stated all other policy terms and conditions will continue to apply.

The above conditions do not affect our right to void the policy if we discover information material to our acceptance of the risk.

Complaints procedure

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 I complain?

- We will acknowledge your complaint within 2 working days.
- 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 with an update within 10 working days of receipt and give you an expected date of response.

What to do if you remain dissatisfied

Seek resolution by your insurance advisor or usual Aviva Insurance UK Limited point of contact.

If you remain unhappy with the decision you may write to the Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich NR1 3NS. If you are dissatisfied with the final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

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

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, or write to
Financial Services Compensation Scheme,
7th floor Lloyds Chambers,
Portsoken Street,
London E1 8BN.

Underwritten by Aviva Insurance UK Limited. Registered in England No 99122.

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