

Important information -
Please read and keep safe

Van Insurance Policy

Your van is now protected with Aviva

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Your Van policy

This policy forms part of your legal contract with us and explains exactly what you are covered for. Your schedule shows the level of cover you have chosen.

The contract of insurance

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

This policy, the information you have provided, the schedule and the Aviva 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.

The law that applies to the contract

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

- you and we 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 agreement to the contrary) the law of that country will apply.

Use of language

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

Changes we need to know about

Please tell us 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.

Your Cancellation rights

You have a statutory right to cancel your policy within 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later.

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 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 you have received cover. There will also be an additional charge of up to £39.90 (inclusive of Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

To exercise your right to cancel, please contact Aviva on 0800 068 3670.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of your policy booklet. You must also return your certificate of motor insurance immediately following cancellation.

Additional Covers - Refund of Premiums

If you have purchased additional cover options with this policy, a refund may not be available on those additional covers if they are subsequently removed after the statutory cancellation period.

Administration Charge

We reserve the right to apply an administration charge of up to £12 (Subject to Insurance Premium Tax where applicable) for any adjustments you make to your policy.

Customers with Disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats please contact us on 0800 068 3670.

Claims helpline 0800 096 7011

Customer services 0800 068 3670

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

Definitions

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

You

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

We, us

Aviva Insurance UK Limited.
(Unless otherwise stated in any policy section)

Your partner

Your partner or your husband or wife as long as they live at the same address as you and share financial responsibilities with you. This does not include any business partners or associates.

Your van

Any motor vehicle described in the schedule which is kept at an address within the territorial limits.

Schedule

The document which gives details of the cover you have.

Aviva certificate of motor insurance

The current document that proves you have the motor insurance you need by law. It shows who can drive your van and what you can use it for. It is proof that you can use your van on a road or other public place, as required by the Road Traffic Acts. The certificate does not show the cover you have.

The period of insurance

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

Market value

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

Endorsement

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

Accessories

Parts of your van which are not directly related to how it works as a vehicle. This includes in-van entertainment, such as a radio, and communication equipment which form part of your van, including mobile phones while they are connected to a power source in your van.

Excess

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

Territorial limits

Great Britain, the Isle of Man, the Channel Islands (and also Northern Ireland and the Republic of Ireland for holiday purposes only).

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.

Policy cover index

Type of cover	Sections which apply
Comprehensive	Sections 1 to 11 and 13
Third Party Fire and Theft	Sections 2, 7, 8, 9, 10 and 13 respectively Section 1 only applies for loss or damage caused directly by fire or theft
Third Party Only	Sections 2, 7, 8, 9 and 13 respectively
Optional covers	These sections only apply if it says so in your schedule: Section 4b PhysioFast Section 12 Replacement van cover Section 14 Legal services

Section 1

Loss of or damage to your van

If your van is lost, stolen or damaged, we will make the decision to either:

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

The same cover applies to:

- accessories and spare parts; and
- fixtures and fittings;

while these are in or on your van.

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

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

The maximum amount we will pay will be the market value of your van at the time of the loss.

If we know that you are still paying for your van under a hire-purchase or leasing agreement, we will make any payment due to the owner described in that agreement. Our liability under this policy will then end.

Accident recovery

If your van is not safe to drive after an accident, phone us and we will arrange for someone to come out and help you.

If your van cannot be made roadworthy within a reasonable time, we will take it to an Aviva repairer. We can take your van to a repairer of your choice if this is nearer, but this may lead to delays in arranging for repairs to your van.

Our employees and contractors will use reasonable care and skill when providing any accident recovery service. However, they can cancel services or refuse to provide them if in their opinion, your demands are excessive, unreasonable or not practical.

New vehicle replacement

We will replace your van with a new vehicle of the same make and specification (if one is available) if, within six months of being bought new by you or your partner:

- the cost of repairing any damage covered by the policy is more than 60% of the van's United Kingdom list price (including vehicle tax and VAT) at the time you bought it; or
- your van is stolen and not recovered.

We will only replace your van if:

- you or your partner own the vehicle or you or your partner bought it under a hire-purchase agreement (we will not replace any vehicle that is the subject of a leasing or contract hire agreement);
- any interested hire-purchase company agrees; and
- you or your partner are the first registered keeper of your van.

Excesses

If your van (including its accessories, spare parts, fixtures and fittings) is lost, stolen or damaged, you will have to pay the first part of any claim as shown in your schedule.

The excesses shown below will apply as well as any other excess for damage claims while the person driving your van is:

Excess that applies

- A aged 20 or under £250
- B aged 21 to 24 £150

Important note

These excesses apply as well as any other voluntary or other compulsory excesses that may apply.

Exceptions to section 1 of your policy

Your policy does not cover the following.

1. Loss or damage arising from theft while the ignition keys of your van have been left in or on your van.
2. Loss of use, reduction in value, wear and tear, or mechanical, electrical or computer breakdowns, failures or breakages.
3. Damage to tyres caused by braking or by punctures, cuts or bursts.
4. Loss or damage directly caused by pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.
5. Loss of value following repair.
6. Loss or damage caused directly or indirectly by fire if your van is equipped for cooking or heating food or drink.
7. Confiscation or requisition or destruction by order of any government or public or local authority.

Section 2

Liability to third parties

Your liability to third parties

We will insure you or:

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

for all amounts you may have to pay as a result of you being legally liable following:

- a. death or bodily injury to anyone else for an unlimited amount; and
- b. damage to anyone else's property, up to £1,000,000 for all claims arising from any one incident.

This section only applies if the death, bodily injury or damage arises out of an accident caused by or in connection with:

- your van, including its loading and unloading; or
- any trailer while it is being towed by your van.

Insurance for the owner of the vehicle (leasing or contract hiring agreements)

If we know your van is the subject of a leasing or contract hire agreement between you and the owner of your van, we will insure the owner in the same way that we will insure you under this section if there is an accident while your van is let, on hire or leased under the agreement, as long as:

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

Insurance for legal personal representatives

If anyone who is insured under this section dies, we will protect his or her legal personal representatives against any liability that the person had which is covered under this section.

Legal costs

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

- The fees of solicitors we ask to represent anyone we insure under this section at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a magistrates court.
- Fees for legal representatives we ask to defend anyone we insure under this section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

Cross liabilities

Where there is more than one insured person named in the schedule, each one will be covered as if they are the only insured person covered under this policy but we will only pay up to £1,000,000 in total for damage to property of anyone other than the insured or the insurer for any one claim or a number of claims relating to one incident.

Application of indemnity limits

If there is an accident which involves us paying more than one person, any limitation under the terms of this policy or any clause relating to the maximum amount payable will apply and we will settle your payments in priority order.

Exceptions to section 2 of your policy

This section does not cover the following.

1. Any claim if any person insured under this section fails to keep to the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment or insurance under any other policy.
2. The death of or bodily injury of any employee of the person who is insured which arises out of the course of their employment, except where liability must be covered by us under the Road Traffic Acts.
3. Loss or damage to property that:
 - a. belongs to or is in the care of anyone we insure who claims under this section; or
 - b. is being carried in your van.
4. Loss, damage, death or injury that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of your van, bringing a load to your van for loading or taking a load away from your van after unloading it.
5. Damage to premises (or to the fixtures and fittings) where the damage is insured by another policy.

6. Damage to any vehicle where cover in connection with the way the vehicle is used or driven is provided under this section.
7. All loss, damage, death or bodily injury caused directly or indirectly by pollution or contamination, unless it is caused by a sudden, identifiable, unintended and unexpected incident which happens in total at a specific time and place during the period of insurance, unless liability cover is a requirement of the Road Traffic Acts. For the purposes of this exception, pollution or contamination means all pollution or contamination of buildings or other structures, or of water, land or the atmosphere.
8. The death, bodily injury or illness of any person caused by food poisoning, anything harmful contained in any goods supplied, or any harmful or incorrect treatment given at or from the vehicle.
9. All loss, damage, death or bodily injury while your van is being used in:
 - the part of an aerodrome or airport that is provided for aircraft to take-off and land; aircraft parking areas, including the associated service roads and ground equipment areas; or
 - areas of passenger terminals which come within the customs examination area, except where this liability must be covered by us under the Road Traffic Acts.
10. Except to the extent that we must provide insurance under the Road Traffic Acts, we will not pay for any of the following.
 - i. Any direct or indirect consequence of an act or acts of terrorism whether or not such consequence has been contributed to by any other cause. Terrorism includes but is not limited to:
 - 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, chemical, biological and/or radiological means when any such act is committed by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be committed in whole or in part for such purposes;

- ii. any action taken in controlling, preventing, suppressing or in any other way relating to (i) above.

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

- i. £1,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or;
- ii. such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

Section 3

Injury to you or to your partner

If you or your partner suffer accidental bodily injury in direct connection with your van, we will pay the injured person or their legal personal representative £2,500 if, within three months of the accident, the injury is the only cause of:

- death;
- permanent loss of sight in one or both eyes; or
- loss of any arm or leg.

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

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

If you or your partner have any other policies with us for any other vehicle or vehicles, you will only be able to get compensation for your injuries under one policy.

Exceptions to section 3 of your policy

This personal accident insurance does not cover:

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

Section 4

Aviva medical expenses and services

If you, or any other person in your van, are injured as a direct result of your van being involved in an accident, we will pay the following:

a Medical expenses

The medical expenses arising in connection with that accident. The most we will pay for each injured person is £100.

Exceptions to section 4a of your policy

Any physiotherapy treatment.

b PhysioFast

The cover and service under this heading only applies if it is shown on your policy schedule.

Treatment from a chartered physiotherapist we have appointed who believes treatment will help your recovery. The most we will pay for each injured person is £400.

A driver confidence session of 2 hours (including travelling time) with a professional driving instructor we have appointed for the person driving your van at the time of the accident.

Exceptions to section 4b of your policy

- We will only cover treatment approved and provided by a chartered physiotherapist we appoint under this section of the policy.
- Physiotherapy will end once the physiotherapist believes any further treatments will not benefit you or if the limit under this section has been reached, whichever happens first.

- We will only cover a driver confidence session with an approved instructor we appoint under this section of the policy.
- Driver confidence is limited to one session per accident.
- The person driving must be entitled to drive as shown on your current certificate of Motor Insurance.

Section 5

Personal belongings

We will pay you (or the owner) for loss or damage to personal belongings caused accidentally or by fire or theft while they are in or on your van. The maximum amount we will pay for any one incident is £100.

Exceptions to section 5 of your policy

We will not pay for:

- money, stamps, tickets, documents or securities; or
- goods or samples, tools of trade, ropes or tarpaulins carried in connection with any trade or business.

Section 6

Tools

We will repair, replace or pay you (or the owner) for loss or damage to tools caused accidentally or by fire or theft while they are inside your van subject to you making a claim under Section 1 of your policy. The maximum amount we will pay for any one incident is £500. A payment made under this section will affect your no claims discount.

Exceptions to Section 6 of your policy

We will not pay for:

- Goods, samples, stock and materials, personal effects
- Mobile phones and other communication equipment, cameras, audio or visual equipment, computers, laptops or navigation systems.
- Loss by theft when your van was unlocked. Theft must have involved forcible entry to your van.
- Any tools in an open backed vehicle unless such tools are contained within a locked secure tool chest which is permanently attached to the chassis.

Section 7

Emergency treatment

We will reimburse any person using your van for payments they have to make under the Road Traffic Acts for emergency medical treatment.

A payment made under this section will not affect your no-claim discount.

Section 8

No-claim discount

If you do not make a claim under your policy, your renewal premium will be reduced in line with our scale of no-claim discount that applies at the time.

You will not earn a no-claim discount under a policy that you have had for less than 12 months. If we agree to transfer this policy to another person, the no-claim discount that you have already earned under this policy will not apply to the person who the policy is being transferred to.

If this policy applies to more than one van, the no-claim discount will apply as if a separate policy has been issued for each vehicle.

Third Parties can pursue a claim directly against us as insurer in the event of an accident, loss or damage, as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances we will deal with any claim subject to the terms and conditions of your policy.

You are reminded of your responsibilities following an accident, loss or damage as detailed in General Conditions 3. Claims – your duty.

Section 9

Continental use and compulsory insurance requirements

As well as providing cover within the territorial limits, this policy, in line with European Union 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/EEC relating to civil liabilities arising from using a motor vehicle (eligible countries change from time to time).

The level of cover provided will be the minimum needed to keep to the laws on the compulsory insurance of motor vehicles of the country in which the accident happens. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover that applies in Great Britain will apply in that Member State.

Section 10

Replacement locks

If you take your van abroad

The cover above only meets the minimum legal requirements while you are abroad. If you ask us, we can extend your policy to provide the same level of cover in the rest of the European Union and certain other European countries as you have within the territorial limits.

To get this cover you must contact us with details of the trip. We will arrange for a clause to be added to your policy to provide this cover, and we will (where appropriate) give you a Green Card and tell you the extra premium you will have to pay.

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

- the door locks and boot lock;
- the ignition and steering lock and
- the lock transmitter and central-locking system;

as long as we are satisfied that the identity or garaging address of your van is known to any other person who may have your keys or transmitter.

Your no-claim discount will not be affected just because you have made a claim under this section.

Exceptions to Section 10 of your policy.

We will not pay the cost of replacing any alarms or other security devices used in connection with your van.

Section 11

Replacement glass

If you are only claiming for loss of or damage to the glass in your van's windscreen, sunroof or windows, or for any scratches on the bodywork caused by breaking glass, the excesses under a, b, and c of section 1 will not apply. You will, however, have to pay the first £60 of the cost of replacing the glass. This excess for glass:

- will not apply if the glass is repaired rather than replaced; and
- cancels out any general excess that would otherwise apply to glass claims.

Glass in the windscreen, sunroof or window

Any payment for repairing or replacing glass in the windscreen, sunroof or windows of your van (or any scratches on the bodywork caused by breaking glass) will not affect your no-claim discount.

Section 12

Replacement van cover

This section applies if you have chosen replacement van cover as shown in your policy schedule.

If an insured incident has been reported to us, a claim has been made for that vehicle and your van is not available for you to use, we will arrange to supply you with a replacement vehicle until:

- your van is recovered;
- your van is repaired; or
- we make a settlement offer where our approved engineer decides your van is beyond economic repair;

up to the maximum period as shown on your schedule, whichever is earliest. After this period you can continue to rent a replacement van at a preferential rate.

During this period, the vehicle will be insured as a replacement vehicle under this insurance. However, if cover on your van is restricted to third party fire and theft, the cover on the replacement vehicle will be increased to comprehensive cover and all sections of the policy will apply. Any incident relating to the replacement vehicle may affect your no-claim discount.

You will be responsible for:

- the cost of fuel used;
- collection and delivery charges (if they apply);
- any charges for fitting accessories;
- any excess which would have applied to your van which is temporarily

replaced; and

- all charges and costs where the vehicle is on hire for more than the maximum period shown in your schedule.

The replacement vehicle will depend on the option you selected which is shown on your schedule. It will either be a:

- car-derived van which is a van styled on the car equivalent where the front end is a car and the back end is a van; or
- panel style van; or
- LWB (Long Wheel Base) panel style van; or
- enhanced courtesy car which is a 5-door car with a 1.6 litre engine and room to seat 5 people

Replacement vehicles supplied under this section will be of standard type and will not include:

- specialised vehicles such as pick-up trucks, tippers or refrigerated vans; or
- any trailers or semi-trailers

Availability of replacement vehicles

The service described on the previous page depends on a suitable replacement vehicle being available from the supplier.

While every reasonable effort will be made to supply a replacement vehicle, neither we nor the supplier will be liable

to pay any compensation nor provide a vehicle from any other source if a suitable vehicle is not available.

Returning replacement vehicles

The replacement vehicle will be supplied on the condition that you will return it to the depot which supplied it unless alternative arrangements have been made with the supplier.

Exceptions to Section 12 of your insurance

We will not provide a Replacement Van in the case of a glass only claim.

Section 13

Hiring another vehicle

If you require another vehicle for whatever reason you can arrange at short notice, a hire vehicle at discounted rates. To obtain a hire vehicle call the Enterprise Rent-a-car National Reservations call centre on 0870 608 88 68
Quoting reference NUDU7CP

Section 14

Legal services and advice

The cover and services explained in this section only apply if they are shown in your policy schedule.

Definitions

The general definitions at the beginning of this policy booklet apply where appropriate.

The following definitions only apply to this section of the policy.

Appointed representative

The lawyer or other suitably qualified person appointed by us to act on behalf of an insured person.

Costs and expenses

- a All reasonable and necessary legal costs charged by the appointed representative and agreed by us.
- b Legal costs which an insured person has been ordered to pay by a court or other body which we have agreed to or authorised.

Insured person

- a you;
- b any person entitled to drive, as described under 'Permitted Drivers' in the Aviva certificate of motor insurance; or
- c any passenger carried in your van.

Prospects of success

In respect of all claims it is always more likely than not that an insured person will:

- a recover damages or obtain any other legal remedy which we have agreed to
- b make a successful defence
- c make a successful appeal or defence of an appeal.

Prospects of success will be assessed by us or an appointed representative on our behalf.

Cover

We will insure you for any costs and expenses incurred in respect of the following incidents.

- a Recovery of an insured person's uninsured losses as a result of an accident involving your van which causes
 - damage to your van or to any personal belongings in or on your van
 - death or bodily injury to an insured person whilst travelling in, or getting into or out of your van

- b Defence of an insured person's legal rights if they have committed any offence under road traffic laws whilst they are using your van, and which is not covered under section 2 – liability to third parties
- c Representation of an insured person on a guilty plea in respect of any offence committed under road traffic laws, if a conviction would result in an insured person being disqualified or suspended from driving

provided that

- (i) the incident occurs within the territorial limits and during the period of insurance
- (ii) any legal proceedings will be dealt with by a court or other body that we have agreed to, within the territorial limits
- (iii) prospects of success exist for the duration of the claim
- (iv) in respect of any appeal or defence of an appeal, it has been reported to us at least 10 working days prior to the deadline for any appeal
- (v) the maximum amount we will pay for costs and expenses for any one insured person in respect of any or all claims arising out of the same cause is £50,000 in respect of incident a and £10,000 in respect of incidents and c.

Exceptions to section 14 of your policy

The cover under this section will not apply in the following circumstances.

Also refer to the general exceptions shown at the back of this policy booklet.

- a If an insured person does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if an insured person can claim under another policy.
- b If any costs and expenses are incurred prior to our written acceptance of a claim.
- c Any legal action an insured person takes which we have not agreed to or where the insured person does anything to hinder us or the appointed representative.
- d Any fines, penalties compensation or damages which the insured person is ordered to pay by a court or other authority.
- e Any claim deliberately or intentionally caused by an insured person.
- f Prosecutions relating to an insured person's alleged dishonesty or violent conduct.

- g Prosecutions resulting from drink or drug related offences or parking offences.
 - h A dispute with us in respect of the policy terms and conditions other than as catered for in conditions 6 and 7 of this section.
 - i An application for judicial review.
 - j Any claim relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.
- b If it is necessary to start court proceedings or there is a conflict of interest, an insured person is free to nominate an alternative appointed representative by sending to us the name and address of the suitably qualified person.
 - c If we do not agree to the insured person's choice of appointed representative, an insured person may choose another suitably qualified person.
 - d If there is still a disagreement with regard to the appointed representative, we will ask the president of a relevant national law society to choose a suitably qualified person to represent an insured person. We and the insured person must accept such choice.
 - e In all other circumstances we will be free to choose an appointed representative.
 - f An appointed representative will be appointed by us and represent an insured person according to our standard terms of appointment.

Conditions to section 14 of your policy

The following conditions apply to this section.

Also refer to the general conditions shown at the back of this policy booklet.

1 Claims – your duty

You must report an incident to us as soon as possible and in any event no later than 180 days after the date the insured person knew or should have known about the incident.

2 Claims – legal representation

- a On receipt of a claim, if appropriate, we will appoint an appointed representative.

3 Claims – our rights and your obligations

- a We will have direct access to the appointed representative who can provide us with any information or opinion on your claim.
- b An insured person must co-operate fully with us and the appointed representative and must keep us up-to-date with the progress of the claim.
- c At our request an insured person must give the appointed representative any instructions that we require.
- d An insured person must notify us immediately if anyone offers to settle a claim or makes a payment into court.
- e If an insured person does not accept the recommendation of the appointed representative to accept a reasonable offer or payment into court to settle a claim, we may refuse to pay further costs and expenses.
- f No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.

4 Discontinuance of a claim

If an insured person

- a settles a claim or withdraws a claim without our prior agreement
- b does not give suitable instructions to the appointed representative
- c dismisses an appointed representative without our prior consent, our consent not to be withheld without good reason;

the cover we provide will end immediately and we will be entitled to re-claim any costs and expenses we have incurred.

5 Recoveries

An insured person must take every available step to recover costs and expenses that we have to pay and must pay us any costs and expenses that are recovered.

6 Disputes

If any difference arises between us and an insured person in respect of the acceptance, refusal, control or handling of any claim under this section, you can take the steps outlined in our Promise of Service.

7 Arbitration

You have the right to refer any difference that arises between us and an insured person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by us and an insured person.

If there is a disagreement with regard to the choice of counsel, we will ask the president of a relevant national law society to choose a suitably qualified person.

The decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

Motor legal advice

We will give you confidential advice over the telephone on any personal legal matter in relation to the use of your van.

We will tell you what your legal rights are, what course of action is available to you and whether these can be best implemented by you or whether you need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice

**Call us on
0800 300 2970**

Please have your policy number to hand as this will be requested when you call.

Please note that this number is for legal advice only and not the number to report a claim.

If you want to report an incident or make a claim under your policy.

**Call us free on
0800 096 7011**

General exceptions

Your policy does not cover the following.

1. Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - used other than for the purposes described under the 'Permitted use' section of your Aviva certificate of motor insurance;
 - driven by you, unless you hold a licence to drive the insured vehicle or have held a licence and are not disqualified from holding or getting such a licence;
 - driven by anyone else with your permission who, to your knowledge, does not have a licence to drive your van, has never held one or is disqualified from holding or getting such a licence; or
 - driven by any person other than anyone who is described under the section of your Aviva certificate of motor insurance headed 'Permitted drivers'. We will not withdraw this cover:
 - while your van is in the custody or control of a member of the motor trade for the purposes of maintenance or repair;
 - if the injury, loss or damage was caused as a result of your van being stolen or having been taken without your permission; or
 - if the person driving your van did not have a valid driving licence and you did not know this.
2. Any liability you have agreed to which you would not otherwise have had.
3.
 - a. Loss or destruction of, or damage to, any property or any associated loss or expense, or any other loss; or
 - b. Any legal liability that is directly or indirectly caused by, contributed to by or arising from:
 - 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:
 - a. War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the

- proportions of or amounting to an uprising, military or usurped power
- b. Any action taken in controlling, preventing, suppressing or in any way relating to (a) above except so far as is necessary to meet the requirements of the Road Traffic Acts.
5. Any accident, injury, loss or damage (except under section 2) arising during or as a result of:
- a. an earthquake; or
- b. a riot or civil commotion that happens outside Great Britain, the Isle of Man or the Channel Islands (except where this liability must be covered under the Road Traffic Acts).
6. Any accident, injury, loss or damage if any vehicle is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

General conditions

1. Interpretation

The schedule forms part of this policy and the term 'this policy' includes this policy booklet, the schedule and any endorsements. Any word or expression defined in this policy has that meaning wherever it appears.

2. Your duty to prevent loss or damage

You must take all reasonable steps to prevent loss or damage to your van. You must maintain your van in good condition. We may inspect your van at any time.

3. Claims – your duty

To get the full benefit of this policy, you (or your legal personal representative after your death) must follow the steps below when making a claim.

- a. Tell the police immediately if any property is stolen.
- b. Phone us on 0845 3000 660 and give all the information and help we may reasonably ask for. We will not accept responsibility for the cost of goods or services which we have not authorised.
- c. Take all reasonable steps to recover lost or stolen property.
- d. Phone us immediately if you receive any letter or other document about the incident. If you do not do so it could harm your claim.
- e. Never discuss liability with anyone unless we agree first.
- f. Phone us immediately if anyone insured under this policy is going to be prosecuted as a result of the incident or if there is going to be an inquest or fatal accident inquiry.
- g. You must not leave any property with us for us to deal with.

4. Claims – our rights

- a. We can do the following:
 - Take over and carry out (in your name or the name of the person claiming under this policy) the defence or settlement of any claim.
 - Try to recover, in your name and for our own benefit, damages and costs covered under this policy.
- b. We will have full control over any proceedings and in settling any claim.

5. Fraud

- a. If any claim is fraudulent in any way, or if you or anyone acting on your behalf has acted fraudulently, all benefit under this policy will be lost. This will also apply if you exaggerate a claim or if you send us forged or false documents.

6. Other insurance

If any incident leading to a claim under this policy is covered under any other insurance policy, we will only pay our share of the claim. This condition does not apply to section 3.

This condition does not mean that we have to accept any liability under section 2 which we would otherwise exclude under exception a of that section.

7. Arbitration

Where we have accepted a claim but you and we disagree over the amount to be paid, the dispute must be referred to an arbitrator who we and you will agree.

When this happens, the arbitrator must make a decision before you can take any legal action against us.

This condition does not apply to section 3.

8. Your duty to keep to the policy conditions

We will only provide the cover described in this policy if you keep to all the terms, conditions and endorsements of the policy.

9. Rights to recover payments made under compulsory insurance regulations

If under the law of any country this policy covers you in, we must settle a claim which we would not otherwise pay, we may recover any claim payment from you or from the person who the claim was made against.

10. Monthly premiums

If you have chosen to pay monthly premiums, you must pay the first two monthly premiums by the date the insurance starts or the policy will not be valid. You must pay one monthly premium on the same day of each month, starting in month 2 and ending in month 11. When the policy is renewed, you must pay one premium a month.

If you do not pay a monthly premium on the date it is due, this will give us the right to cancel this policy from the date that premium was due to be paid.

If you pay monthly premiums, we will provide one month's cover for each monthly premium you pay.

11. Cancelling this policy

Following the expiry of Your statutory cooling off period, You continue to have the right to cancel Your policy at any time during its term. If You do so, 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 for which You received cover and there will also be an additional charge of up to £39.90 (inclusive of Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

You must also return your certificate of motor insurance immediately following cancellation.

We (or any agent we appoint and who acts with our specific authority) may cancel this policy by sending 7 days notice to your last known address. You will be entitled to a refund of premium paid, subject to a deduction for the time for which you have been covered.

If You do not pay the premium (or any part of the premium under the payment option You have chosen), by the due date, We may cancel this policy with effect from the end of the last period for which a payment has been made.

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 within 2 working days of receipt
- 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 should you be dissatisfied

If you have a question or complaint about this insurance, please contact us on **0800 068 3670**.

If you have any questions or complaint about a claim you have made please contact us on **0800 096 7011**.

If you remain unhappy with the decision you receive from us, you may write to:
Chief Executive UK Insurance
Aviva
PO Box 6
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). Full contact details of both our Chief Executive and the FOS will be provided when we write in response to your complaint.

Note that 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 complaints 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. 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** or write to:

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

Telephone taping

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

Customer comments

If you have any comments or suggestions about our cover, services or any other feedback please write to:

Manager of Customer Relations

Aviva
PO Box 15
Surrey Street
Norwich
NR1 3LN

Or you may send your comments to our feedback on the internet at **www.aviva.co.uk**

We always welcome feedback so we can improve our products and services.

**We can provide many other
products and services.**

www.aviva.co.uk



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Aviva the team behind  **UNITED
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