



# PRIVATE/ PUBLIC HIRE POLICY BOOKLET

underwritten by Aviva Insurance UK Limited

**J&M**  
INSURANCE  
SERVICES (UK) LTD





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ISSUING AGENT:

**AGENT'S STAMP**

**EXECUTIVES NAME:**

**BRANCH:**

**TELEPHONE NO:**



## THE CONTRACT OF INSURANCE

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

Aviva Insurance UK Limited

## HOW TO CLAIM

For full details on how to claim please refer to Item 1 – Claims Procedure under the General Conditions set out in this booklet.

## CHANGES WE NEED TO KNOW ABOUT

Please tell **us** or your insurance advisor immediately **you** become aware of any changes to **your** circumstances which may affect this insurance or any other material facts e.g. 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**.

## LAW GOVERNING THE CONTRACT

The law of England and Wales will apply to the insurance contract unless (i) **you** and the **insurer** agree otherwise; or (ii) at the date of the contract **you** are a resident of (or in the case of a business, the registered office or principle 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.

## DEFINITIONS

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

### THE INSURED/ YOU/ YOUR/ POLICYHOLDER

The person or persons described in the **policy schedule**

### INSURER/ WE/ US/ OUR

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.

### POLICY SCHEDULE

Details of **you, your vehicle** and the insurance protection provided to **you**.

### CERTIFICATE OF MOTOR INSURANCE

A document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law. It shows who can drive **your vehicle** and what purpose it can be used for and has the same number as the **policy**. 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.

### ACCESSORIES

Additional or supplementary parts of **your vehicle** not directly related to its function as a vehicle. These include radios and other in-car entertainment or communication equipment, where any of these form an integral part of **your vehicle** and also portable telephones whilst connected to a power source in **your vehicle**.

### CLAUSE

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

### EXCESS

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

### FIRE

Fire, self ignition, lightning and explosion.

### 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.

### MARKET VALUE

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

### 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**.

### TERRITORIAL LIMITS

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

### TERRORISM

1. Any act or acts including but not limited to

(i) the use or threat of force and/or violence and/or

(ii) harm or damage to life or 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 (i) above.

### THEFT

Theft or attempted theft of the **vehicle**, including the taking of the **vehicle** without **your** consent.

# POLICY COVER INDEX

## OPERATIVE SECTIONS

### COMPREHENSIVE

All sections of the policy are operative.

### THIRD PARTY FIRE & THEFT

Section V is inoperative.

Section I is inoperative except for loss of or damage caused directly by **fire** or by **theft**.

### THIRD PARTY ONLY

Sections I, and V are inoperative.

## SECTION I

### LOSS OF OR DAMAGE TO YOUR VEHICLE

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

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

The same cover also applies to accessories and spare parts relating to **your vehicle** whilst these are in or on **your vehicle**. The maximum amount **we** will pay will be the **market value** of **your vehicle** immediately prior to the loss or damage but not exceeding **your** estimate of value shown in **our** records.

If, to **our** knowledge, **your vehicle** is subject to a hire

purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **us**.

### LOSS OF OR DAMAGE TO YOUR VEHICLE'S AUDIO COMMUNICATION AND NAVIGATION EQUIPMENT WHILST PERMANENTLY FIXED TO YOUR VEHICLE

The Maximum amount **we** will pay is £500 subject to an excess as indicated on **your policy schedule**.

**We** will not pay more than the value of the equipment at the time of the loss or damage, after making a reasonable deduction for wear & tear.

### ACCIDENT RECOVERY

If **your vehicle** is disabled through loss or

damage insured under this policy **we** will pay the reasonable cost of:

- \* its protection and removal to the nearest repairers.
- \* its delivery to **you** after repair but not exceeding the reasonable cost of transporting it to **your** address in the **territorial limits**.

### DAMAGE CLAIM EXCESS

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 in **your policy schedule**.

### GLASS CLAIM EXCESS

**You** will have to pay the first part of any claim as indicated in **your policy schedule**.

In addition to any other Voluntary or Compulsory excesses an Additional excess for late claim reporting will apply as indicated below:

## ADDITIONAL EXCESS ON LATE CLAIM REPORTING

### Late notification      £

Up to 30 days	Nil
31 - 45 days	£100
46 - 60 days	£200
61 - 89 days	£300
90 days +	£500

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 additional excesses above will not apply.

**You** will, however, have to pay the Glass Claim excess. This excess for glass will not apply when the glass is repaired rather than replaced.

### Exceptions to Section I of **your policy**

**Your** policy does not cover the following:

1. Loss of use, depreciation, wear and tear, mechanical, electrical, electronic, computer breakdown, malfunction, failure or breakdown
2. Loss or damage due to **your vehicle** being incorrectly fuelled
3. Damage to tyres caused by braking or by punctures, cuts or bursts
4. Loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
5. Loss or damage arising from **theft** whilst the ignition keys of **your vehicle** have been left in or on the vehicle
6. Loss or damage to **your vehicle** if at the time of the incident it was being driven or used without **your** permission by someone in **your** family or someone who is living with **you**.

This exception shall not apply if the person driving is reported to the police for taking **your vehicle** without **your** permission

7. Loss or damage due to theft when the boot, tailgate, sunroof or any door of **your vehicle** has been left open
8. Loss of value following repair
9. **You** are not covered for loss or damage to telephones, television equipment or two way radio transmitters or receivers.

## SECTION II

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

- (a) death of or bodily injury to third parties;
- (b) damage to third party property up to a maximum amount of £5,000,000 in respect of any one claim or number of claims arising out of any one cause.
- (c) in respect of **terrorism** where **we** will be liable under the Road Traffic Acts to the maximum amount that **we** will pay for damage to third party property as a result of an accident caused by **your vehicle** or vehicles driven or used by you or any other person and for which cover is provided under this section will be
  - (i) £5,000,000 in respect of all claims consequent on one originating cause; or
  - (ii) such greater sum as may in the circumstances be required by the Road Traffic Acts.

where such death, injury or damage arises out of

an accident caused by or in connection with **your vehicle**, including its loading and unloading, or any trailer while it is being towed by **your vehicle**.

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

**You** will be charged an excess for any claim reported late as indicated in the 'Additional Excess on Late Claim Reporting' table in section 1.

### LIABILITY OF OTHER PERSONS DRIVING OR USING YOUR VEHICLE

On the same basis that **we** insure **you** under this section, **we** will also insure the following persons:

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

## EXCEPTIONS TO SECTION II OF YOUR POLICY

### THE COVER UNDER THIS SECTION WILL NOT APPLY:

1. if any person insured under this section fails to observe the terms, exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
2. to death of or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts
3. to loss, damage, injury or death caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to **your vehicle** for loading on to it or taking a load away from **your vehicle** having unloaded it.
4. to loss of or damage to property belonging to or in the care of anyone **we** insure who claims under this section and to property being conveyed by **your vehicle**.
5. to damage to any **vehicle** where cover in connection with the use or driving of that **vehicle** is provided by this section.
6. to any loss, damage, injury or death occurring whilst **your vehicle** is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, refueling areas, maintenance areas and hangars, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts.
7. for liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement.
8. for bodily injury to the Principal for any amount for which **you** would not be liable in the absence of an agreement.
9. for damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal.
10. for liability which attaches to the Principal which arises other than by reason of the negligence of **you** or **your** employee.
11. 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 by the Road Traffic Acts.

## EXTENDED PUBLIC LIABILITY

### LIABILITY TO THIRD PARTIES

*In consideration of an additional premium,*

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

(i) death of or bodily injury to third parties

(ii) damage to third party property

where such death bodily injury or damage arises out of an accident caused by or in connection with **your vehicle** occurring within the **Territorial Limits**.

#### LIMIT OF LIABILITY

The maximum amount we will pay in respect of any one claim or number of

claims arising out of any one cause will be

(i) for death or bodily injury £5,000,000

(ii) for damage to third party property being conveyed in **your vehicle** or being handled by any driver, as part of a fare paying journey £2,500

(iii) for damage to other third party property £5,000,000

## EXCLUSIONS TO THIS EXTENSION:

### THIS EXTENSION DOES NOT COVER LIABILITY:-

1. for damage to third party property being conveyed in **your vehicle** or being handled by any driver unless the property is being accompanied by a fare paying passenger.
2. unless the accident arises from the negligence of any driver whilst engaged directly or indirectly in the course of a fare paying journey.
3. whilst **your vehicle** is being used other than in connection with your business.
4. directly or indirectly caused by any mechanically-propelled or horse drawn vehicle.
5. for loss, damage, bodily injury or death caused or arising within the limits of any carriageway or thoroughfare in connection with the bringing of a load to **your vehicle** for loading on to it or taking a load away from **your vehicle** having unloaded it.
6. for any award of punitive or exemplary damages whether as fines, penalties multiplication of compensatory awards or damages in any form whatsoever.
7. in circumstances where compulsory insurance is required in order to comply with the requirements of the Road Traffic Acts.
8. for death or bodily injury to any person arising out of and in the course of their employment by **you** under a contract of service or apprenticeship.
9. for any claim arising out of criminal and/or alleged criminal acts by **you** or any driver.
10. for damage to property
  - i. owned or occupied by **you** or of any servant of **yours**
  - ii. in the care, custody or control of **you** or of any servant of **yours** unless specifically mentioned in this Clause
  - iii. caused by vibration or by removal or weakening of support
11. for damage to that part of any property on which **you** or any servant of **yours** are/is or have/has been working.
12. for bodily injury or damage to property arising out of possession or use by or on behalf of **you** of any power operated lift hoist or crane
13. caused by any ship, vessel, craft or aircraft, or arising out of any work done therein or thereon or by or on behalf of **you**
14. wrongful arrest or death, bodily injury or damage resulting from **Terrorism**

Notwithstanding anything to the contrary contained in the policy or any endorsement issue in respect thereof, cover provided by this extension is restricted to the territorial limits of Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

Subject otherwise to the terms, general exceptions, and limitation and general conditions of this policy.

### 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

If **you**, or anyone else are involved in an accident which is covered under this section, **we** will pay the fees and disbursements of any legal representative **we** agree to defend anyone we insure under this section:

- At a coroners inquest
- At a fatal accident inquiry
- In any proceedings brought under the Road Traffic Acts or equivalent European Union legislation

**We** will not pay representation for:

- A plea of mitigation unless the offence carries a custodial sentence
- Appeals

### APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving payment 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.

## SECTION III

### EMERGENCY TREATMENT

**We** will reimburse any person using **your** vehicle for payments made under the road traffic legislation for emergency treatment.

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

## SECTION IV

### NO CLAIMS DISCOUNT

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

If more than one vehicle is insured by this policy, the No Claim Discount will be applied as if a separate policy had been issued for each vehicle. No Claim Discount is not earned on a policy issued for less than 12 consecutive 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 transferred.

## SECTION V

### GLASS IN WINDSCREEN OR WINDOW

Any payment solely for repair or replacement of glass in the windscreen or windows of **your** vehicle (or any scratching of bodywork arising directly and solely from the glass breakage) will not prejudice **your** No Claim Discount. The Maximum **we** will pay in one Period of Insurance is £150 unless our recommended replacement company is used. **We** do not consider a sun roof to be a windscreen or window.

### GLASS CLAIM EXCESS

Comprehensive: as indicated in **your policy schedule** if the glass is replaced. This amount reverts to Nil if the glass is repaired.

## SECTION VI

### CONTINENTAL USE COMPULSORY INSURANCE REQUIREMENTS

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

- any other country which is a member of the European Union.
- 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 the use of a motor vehicle (eligible countries change from time to time. **Your** insurance advisor should be able to tell **you** the current list of eligible countries.

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

### IF YOU TAKE YOUR VEHICLE ABROAD

The above cover only ensures that **you** meet minimum legal requirements whilst abroad. On request, **your** policy can be extended to provide the same level of cover in the EU and certain other European countries as **you** have within the territorial limits. To obtain this cover **you** must tell **your** insurance advisor of the details of **your** trip. **Your** advisor will arrange for a clause to be endorsed on **your** policy to provide this cover, will (where appropriate) supply **you** with a **Green Card** and advise **you** of the additional premium to be paid.

## GENERAL EXCEPTIONS

### YOUR POLICY DOES NOT COVER THE FOLLOWING:

1. any accident, injury, loss or damage while **your vehicle** is being:
  - a. used otherwise than for the purposes described under the "Limitations as to Use" section of **your** effective **certificate of motor insurance**.
  - b. 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.
  - c. driven by **you** unless **you** hold a licence, issued by the DVLA, to drive **your vehicle** or have held and are not disqualified from holding or obtaining such a licence.
  - d. 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.
  - e. driven by anyone else with **your** general consent who to **your** knowledge does not have a licence issued by the DVLA to drive **your vehicle** has never held one or is disqualified from holding or obtaining such a licence.
  - f. 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.
2. any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
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:
    - (i). ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. except to the extent that **we** are liable under the Road Traffic Acts this policy does not cover for any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
  - (i) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.
  - (ii) any action taken in controlling preventing suppressing or in any way relating to (i) above
5. any accident, injury, loss or damage (except under Section II) arising during or in consequence of:
  - a. earthquake.
  - b. riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands except where such liability is required to be covered by the Road Traffic Acts.

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

# GENERAL CONDITIONS

## CLAIMS PROCEDURE

1. After any accident, injury, loss or damage, **you** or **your** legal personal representative must telephone the Private & Public Hire Claims line immediately with the full details of the incident. Notification received after the specific dates will be subject to a Late Reporting Additional Excess. Any communication **you** receive about the incident should be sent to the Public & Private Hire Claims Team immediately. **You** or **your** legal personal representative must also let the Private & Public Hire Claims Team know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or fatal enquiry.  
Call the Private & Public Hire Claims Line on Free phone:  
0800 246 876 for new claims and 0800 056 4295 for existing claims.  
Or write to us at:  
Aviva  
UK Insurance  
Claims Department,  
P.O. Box 121, Surrey Street,  
Norwich, NR3 3UW
2. **You**, or anyone else claiming under this policy must not admit to any claims, promise any payments 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 settlement.
3. Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, **we** may, at any time, pay **you** the full amount, **we** are required to pay under the policy (less any sums **we** have already paid in compensation) or, any less amount for which such claim or claims can be settled and having done so, relinquish the

conduct and control of such claim(s) and be under no further liability for them. **We** will, however be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

## PAYMENTS MADE UNDER COMPULSORY INSURANCE REGULATIONS AND RIGHTS OF RECOVERY

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

## CANCELLATION

To exercise **your** right to cancel **your** policy please contact **your** Insurance Advisor.

If **you** do not exercise **your** rights 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.

Where the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. All cancellation requests must be made in writing and accompanied by the current **certificate of motor insurance**. Refunds will be calculated on the insurer's short period scale. In the event of a claim during the current period of cover, no refund will be applicable. J&M will deduct a flat rate fee of £50.00 from all refunds. Commission will be deducted from refunds subject to the specific policy terms and conditions. The policy charge is non-refundable.

### At Agents/insurers request

**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 the insurers short period scale) and refund any balance. J&M will deduct a flat rate fee of £50.00 from all refunds. Commission will be deducted from refunds subject to the specific policy terms and conditions. In the event of a claim during the current period of cover, no refund will be applicable. The policy charge is non-refundable.

## CANCELLATION SHORT PERIOD CHARGES SCALE

No refund is applicable to policies of 3 months duration or less after the policy has commenced.

6 Month policies - up to:

1 month	50%
2 months	70%
3 months	90%
4 & 5 months	100%

12 Month policies up to:

1 month	25%
2 months	35%
3 months	45%
4 months	55%
5 months	65%
6 months	75%
7 months	80%
8 months	85%
9 - 11 months	100%

## OTHER INSURANCES

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 II which **we** would otherwise be entitled to exclude except under the provisions of the Exceptions to Section II.

## 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 and conditions of the policy and any **clauses** endorsed on it.

## 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 benefits under this policy shall be forfeited.

## COMPLAINTS PROCEDURE

**We** are keen to support a positive pro-active approach to complaint handling and to provide **our** customers with the best possible service. If **you** have a complaint, please write, in the first instance, to:

The Compliance Officer  
J & M Insurance U.K Ltd  
Peregrine House  
Falconry Court  
Bakers Lane  
Epping  
Essex CM16 5DQ

Telephone 01992 566 946  
Fax 01992 556 991

**You** should provide the following:-

**Your** client number and/or any relevant reference number;

Name, address and/or company name and address; and

Full details of the complaint.

**You** may complain in writing or verbally through J&M's telephone system.

### On receipt of a complaint J&M will:

Refer the matter to the Compliance Officer.  
J&M will then write to **you** to acknowledge the complaint within 5 working days.

### At four weeks, if the complaint has not been settled, J&M will take one or more of the following actions:

Provide to **you** a summary of the complaint.

Advise **you** of the progress of their investigation.

Advise **you** of any steps that may be taken to prevent a similar complaint arising in the future.

Offer any redress/compensation.

Reject the complaint with J&M's reason for doing so.

Provide an explanation as to why J&M has been unable to resolve the complaint and explain that more time is needed to deal with the matter.

### At eight weeks, if J&M have been unable to resolve the complaint, J&M will take one or more of the following actions:-

Provide to **you** a summary of the complaint.

Advise **you** of any decision in the matter and the reasons for that decision.

Offer any redress/compensation.

**You** may also refer **your** complaint to the Chief Executive UK Insurance. If **you** remain unhappy with J&M's decision **you** may write with full details, including policy number and/or claim number to:

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

A review of the matter will be carried out at a senior level and a final decision given.

If **you** still feel that the matter has not been resolved to **your** satisfaction **you** may refer the matter to:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone: 0845 080 1800  
Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst J&M and Aviva are bound by a decision of the FOS, **you** are not. Following the complaints procedure does not affect **your** right to take legal action. Please note that the Ombudsman will only consider **your** complaint if **you** have already given **us** the opportunity to resolve it.

### Financial Services Compensation Scheme ("FSCS")

Aviva and J&M are covered by the FSCS. **You** may be entitled to compensation from the scheme if **we** or J&M cannot meet **our** respective obligations. This depends on the type of insurance and the circumstances of the claim. For compulsory classes of insurance, underwriting is covered for 100% of the claim. For other classes of insurance, underwriting is covered for 100% of the first £2,000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case. Further information about compensation scheme arrangements is available from the FSCS.

### TELEPHONE TAPING

For the joint protection of **yourself** and **ourselves**, telephone calls may be recorded and/or monitored.



