

The policy for taxis, chauffeurs' cars,
wedding cars, hearses and mourners' cars

Taxi! Policy

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Fleetline number

In the event of an accident, windscreen breakage or to make a claim

0800 246876 24 hours. 365 days

Welcome to **taxi!** You should keep this document in a safe place and make a note of your policy number and the Fleetline number so these are available should an emergency arise.

If you have any queries about the cover or would like to extend it please speak to your usual insurance broker.

introduction

The Contract of Insurance

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

Changes we need to know about

Please tell **us** or your insurance adviser immediately **you** become aware of any changes to your circumstances which may affect this insurance or any other material facts eg. a change to the persons to be insured, motoring convictions of any of the persons to be insured, a change of **vehicle** or a change of use to the **vehicle**.

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.

Choice of Law

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

1. You and the Insurer agree otherwise; or
2. At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Island, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that jurisdiction will apply.

fleetline

Claims & emergency helpline – 0800 246876

Fleetline is open 24 hours a day, 365 days a year, on 0800 246876. Call us free for immediate assistance in an emergency or to notify a claim.

Making a claim

Just one call to Fleetline and our professionally trained Incident Managers will help you get your business back to normal as fast as possible, with minimum fuss.

First, we'll confirm whether the incident is covered by your policy and advise you of any excess you will have to pay. There is no need to fill out a claim form.

You will be assigned a Personal Incident Manager to handle your claim from beginning to end, keeping you regularly updated on its progress.

In the case of an accident

If you have been involved in an accident and your vehicle can not be driven, your Incident Manager will look after your immediate needs, by:

- arranging for your vehicle to be recovered to an approved repairer
- dealing with any immediate concerns you may have, such as contacting those who need to know you have been involved in an accident.

The repair bills will be paid directly by us to our approved repairer (apart from any applicable excess), so there's no need to worry about the finance.

Damaged windscreens/windows

If your windscreen or windows are cracked, chipped or shattered, phone the Fleetline and:

- an Incident Manager will arrange for an approved glass company to get to you as quickly as possible, assess the damage and either repair or replace the windscreen on the spot
- you only pay a £75 excess if the windscreen or other glass is replaced.

Note: For our joint protection, telephone calls to the Fleetline may be recorded and/or monitored.

You don't have to pay extra for Fleetline: it's all part of the service.

Telephone Taping

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

definition of terms

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

The insured/you/policyholder

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

Insurer/we/us

Aviva Insurance 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. The **certificate of motor insurance** does not, however, indicate the full policy cover and for this **you** need to refer to the main text of the policy booklet.

Period of insurance

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

Market value

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

Clause

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

Fire

Fire, self ignition, lightning and explosion.

Theft

Theft or attempted theft.

Accessories

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

Assault

A sudden, unexpected, unusual, specific event caused by an unknown third party with deliberate intent to cause bodily injury at an identifiable time and place following a road incident within Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.

Hospital

A lawful establishment (other than a convalescent nursing or rest home or convalescent nursing self care or rest sections unit of a hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hour a day nursing service by registered nurses.

Emergency Dental Treatment

Emergency treatment to natural teeth within 4 days of the incident

definition of terms (cont.)

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.

Excess

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

Territorial limits

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

Green Card

A document required by certain non-EU countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

Road Traffic Acts

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

RAC

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

policy cover index

Comprehensive

Third party fire and theft

Third party only

Operative Sections

All sections of the policy are operative.

Section VI is inoperative.

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

Sections I and VI are inoperative.

cover for your vehicle

Cover

Section I

Loss of or damage to your vehicle

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

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

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

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

If, to our knowledge, **your vehicle** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **us**.

Accident Recovery

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

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

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 & Malicious Damage Claims
a. aged 20 or under	£550	£250
b. aged 21 to 24 or a novice* driver aged 25 or over	£450	£250
c. aged 25 or over and is a non-novice driver.	£250	£250

*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 £75 of the cost of glass replacement. This **excess** for glass will not apply when the glass is repaired rather than replaced.

Section I (cont)

Within the **territorial limits we** can arrange for this protection and removal of **your vehicle** through **RAC**. To use this service ring the Fleetline (if **you** are in the Republic of Ireland **you** will need to ring a special number, 1800 535005 to obtain the recovery service). **RAC** will arrange the following at no cost to **you**:

- someone to come out and help. If **your vehicle** cannot be made roadworthy immediately, it will be taken to our nearest Club-approved repairer. **Your vehicle** can be taken to a repairer of your choice if this is nearer, but this may lead to delays in arranging the repairs to **your vehicle**.
- the onward transmission of any messages on your behalf to a member of your family or a friend.

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

Exceptions to Section I of your policy

Your policy does not cover the following:

1. loss of use, depreciation, wear and tear, mechanical, electrical, electronic, computer, breakdowns or failures or breakages
2. damage to tyres caused by braking or by punctures, cuts or bursts
3. loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
4. loss of value following repair
5. loss or damage arising from **theft** whilst the ignition keys of **your vehicle** have been left in or on the vehicle.

liability to third parties

Section II

Your liability to third parties

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

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

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 Act

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**.

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

Section II (cont)

Liability of other persons driving or using your vehicle

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

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

Indemnity to legal personal representatives

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

Legal costs

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

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

Exceptions to section II (cont)

6. to any loss, damage, injury or death occurring whilst **your vehicle** is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts
7. for liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement
8. for bodily injury to the Principal for any amount for which **you** would not be liable in the absence of an agreement
9. for damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal
10. for liability which attaches to the Principal which arises other than by reason of the negligence of **you** or your employee.
11. 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 by the **Road Traffic Acts**.

Section II (cont)

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.

Duty of Care - driving at work, legal costs

We will pay:

1. your legal fees and expenses incurred with our written consent for defending proceedings including appeals;
2. costs of prosecution awarded against you arising from any health and safety inquiry or criminal proceedings for any breach of the :
 - a. Health and Safety at Work etc Act 1974;
 - b. Health and Safety at Work (Northern Ireland) Order 1978;
 - c. Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with the business;
2. unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of you of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts;
3. in respect of proceedings which result from any deliberate act or omission by you; or
4. where indemnity is provided by another insurance policy.

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

Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 - £100,000;

Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited.

additional covers

Section III

Payments made under compulsory insurance regulations and rights of recovery.

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

Section IV

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 V

No Claim Discount

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

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

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

additional covers (cont.)

Section V (cont)

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 VI

Glass in windscreen, sunroof or windows

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

Section VII

Continental use / compulsory insurance requirements

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

- any other country which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/CEE relating to civil liabilities arising from the use of a motor vehicle. (Eligible countries change from time to time. Your insurance adviser should be able to tell **you** the current list of eligible countries).

Section VII (cont)

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

If you take your vehicle abroad

The above cover only ensures that **you** meet minimum legal requirements whilst abroad. On request, your policy can be extended to provide the same level of cover in the EU and certain other European countries as **you** have within the **territorial limits**. To obtain this cover **you** must tell your insurance adviser of the details of your trip. Your adviser will arrange for a clause to be endorsed on your policy to provide this cover, 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:
 - used otherwise than for the purposes described under the “Limitations as to Use” section of your effective **certificate of motor insurance**.
 - driven by you unless you hold a licence, issued by the DVLA, to drive your vehicle or have held and are not disqualified from holding or obtaining such a licence
 - driven by you unless you hold any other driving licence required by law to drive **your vehicle** for the purposes for which it is being used
 - driven by anyone else with your general consent who to your knowledge does not have a licence issued by the DVLA to drive **your vehicle** has never held one or is disqualified from holding or obtaining such a licence
 - driven by anyone else with your general consent who to your knowledge does not have any other driving licence required by law to drive **your vehicle** for the purposes for which it is being used
 - driven by any person other than as described under the section of your effective **certificate of motor insurance** headed “Persons or Classes of Persons entitled to drive” except that cover will not be withdrawn:
 - i. while **your vehicle** is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair.
 - ii. if the injury, loss or damage was caused as a result of **your vehicle** being stolen or having been taken without your consent or other lawful authority.
 - iii. if the person driving does not have a driving licence and **you** had no knowledge of such deficiency.
2. any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.

3.
 - a. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss resulting or arising from:
 - b. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. any consequence 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 or 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 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 Island 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. As soon as reasonably possible after any accident, injury, loss or damage, **you** or your legal personal representative must telephone **us** with the full details of the incident. Any communication **you** receive about the incident should be sent to **us** immediately. **You** or your legal personal representative must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or fatal accident inquiry.
2. **You**, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If **we** want to, **we** can take over and conduct in your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for **us** to achieve settlement.
3. Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, **we** may, at any time, pay **you** the full amount **we** are required to pay under the policy (less any sums **we** have already paid in compensation) or, any 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.

Cancellation

4. **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

5. If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim. This provision will not place any obligation upon **us** to accept any liability under Section II which **we** would otherwise be entitled to exclude under Exception 1 to Section II.

Your duty to prevent loss or damage

6. **You** shall at all times take all reasonable steps to safeguard **your vehicle** from loss or damage. **You** shall maintain **your vehicle** in efficient condition and **we** shall have, at all times, free access to examine **your vehicle**.

Arbitration

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

Your duty to comply with policy conditions

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

Fraud

9. If any claim is in any way fraudulent or if **you** or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits under this policy shall be forfeited.

Monthly premiums

10. If **you** have elected to pay monthly premiums, the first 2 monthly premiums are due on the commencement date of the insurance. The following 10 monthly premiums will be due on the same day of each month commencing in month 2 and ending in month 11. At renewal, monthly premiums will be due on the same day in the month to which they relate. If the initial premium is not paid **we** may cancel this policy with effect from the commencement date.

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

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

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

Subjectivity

11. The policy, the application or any statement of fact made by you, any clauses endorsed on the policy, the schedule and the certificate of motor insurance, form the contract of insurance between you, the policyholder, and us, Aviva.

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

- a. providing us with any additional information requested by the required date(s);
- b. completing any actions agreed between you and us by the required date(s);
- c. 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:

- a. modify your premium;
- b. issue a mid-term amendment to your policy terms and conditions;
- c. require you to make alterations to the risk insured by the required date(s);
- d. exercise our right to cancel your policy;
- e. 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 dates(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, we 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 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 of 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 within 5 working days
- Once an assessment and full investigation of your concern has been made, **we** will respond with a decision.

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

What to do should you be dissatisfied

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

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

If **you** remain unhappy with the decision **you** receive from us, **you** may write to the Chief Executive. If **you** are dissatisfied with our final decision, **you** can refer the matter to the Financial Ombudsman Service (FOS). Full contact details will be provided at the same time as we acknowledge your initial complaint.

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

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

Further information about the scheme is available on the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme 7th floor Lloyds Chambers Portsocken Street London E1 8BN.

Clauses

Clause TX226 Rugs Clothing and Personal Effects and Personal Accident Cover

The benefits in this **clause** apply only to the vehicle(s) whose registration mark(s) are shown against the **clause** number in the **policy schedule**.

Rugs, Clothing and Personal Effects

We will pay **you** (or at your request, the owner) for loss or damage to rugs, clothing or personal effects caused by **fire, theft** or accidental means whilst they are in or on **your vehicle** where such loss or damage arises as a result of an incident covered under Section I of this policy.

The maximum amount payable for any one incident is £250.

We will not pay for:

- money, stamps, tickets, documents or securities
- goods or samples carried in connection with any trade or business
- loss or damage to rugs, clothing or personal effects belonging to anyone other than the insured or any licensed driver

Personal Accident

If the driver of **your vehicle** suffers accidental bodily injury in direct connection with **your** vehicle, **we** will pay to the injured person £2,500 if, within 3 months of the accident, the injury is the sole cause of:

1. death
2. irrecoverable loss of sight in one or both eyes
3. loss of any limb.

Additional benefits in the event of roadrage assault

4. a daily cash benefit of £100 per day whilst confined to **hospital** for a period of at least 24 hours as a resident in-patient on the advice of and under the regular care and attendance of a medical practitioner

The benefit will only be payable for up to a maximum period of 30 days in total in any one **period of insurance**

5. **Emergency dental treatment** – up to a maximum of £250 in total

6. 5 sessions of stress counselling following a claim under 2, 3, 4 or 5

The most **we** will pay any one person after any accident other than as a result of road rage is £2,500.

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

If **you** or the driver of **your vehicle** have any other policies with **us** in respect of any other motor vehicles the claimant under this *clause* will only be able to obtain compensation for his/her injuries under one policy.

Section V (No Claim Discount) is inoperative in respect of this **clause**. Claims under this **clause** will not prejudice your No Claim Discount.

This personal accident and road rage insurance does not cover:

- corporate bodies or firms
- death or bodily injury arising from suicide or attempted suicide
- anyone who is 70 years old or older at the time of the accident or incident
- deliberate exposure to exceptional danger (except in an attempt to save human life) or the insured person's own criminal act or being under the influence of alcohol or drugs
- provoked **assault** or fighting (except in bona fide self defence)
- any matrimonial or family dispute.

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

In the event of the benefits provided by this **clause** no longer being required, no refund of the additional premium paid to add these benefits to the policy will be allowed unless the vehicle to which the benefits apply is deleted or the policy cancelled.



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