



Please read and keep safe

Private Car Policy

Telematics (based on Powerpoint)

Important

Please report all accidents to us immediately on **0333 772 0487** so we can tell you what to do next and help resolve any claim



Motor Claims Helpline from Aviva

Important

- Please report all accidents to **us** immediately on **0333 772 0487** so **we** can tell **you** what to do next and help resolve any claim.

24 hour assistance, 365 days a year:

- Following an accident/emergency
- To make a claim
- For glass breakage/damage
- For our joint protection telephone calls may be recorded and/or monitored.

Welcome

Thank you for choosing to insure with Aviva. This policy forms part of your legal contract with **us** and defines exactly what **you** are covered against. Please refer to your **schedule** for confirmation of the level of cover **you** have chosen. **You** now have access to a great package of benefits and our motor claims service which is available 24/7, 365 days a year.

Aviva Motor Claims Helpline

The Aviva motor claims helpline, **0333 772 0487** offering help and assistance in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and operates 24 hours a day, 365 days a year.

It is designed to ensure any motoring problems **you** encounter are resolved swiftly and smoothly, keeping your motoring life as stress free as possible.

If you need to claim

Simply phone our motor claims helpline and an Incident Manager will record details of the incident **you** describe. They will be able to confirm:

- whether your policy covers **you** for the incident
 - please report all accidents to **us** immediately so **we** can tell **you** what to do next and help resolve any claim.
 - immediate claim reporting also allows **us** to manage our costs which helps keep your premiums down.
 - if **you** receive any contact from another party in relation to your claim please re-direct this to **us** and **we** will handle it on your behalf.
- any **excess** that **you** will have to pay.
- all the steps involved in the process of making a claim.

You will receive confirmation of your reported claim, all the administration at first notification is completed by **us** and **you** don't have the hassle of completing your own claim form.

If you are involved in an accident

Telephone our motor claims helpline and if the incident is covered **we** will arrange for:

- your car** to be recovered.
- a safe passage home or completion of **your car** journey for **you** and your passengers.

If the incident is not covered under your policy **we** can still arrange to assist **you**. However, a charge will be made.

Important

When telephoning our motor claims helpline, please try to have your policy number ready (as shown on your **schedule**). This will enable your Incident Manager to find your records quickly and provide the level of service that **you** expect.

Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact SmartDriver Club.

Private Car from Aviva

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Your Aviva Policy

Wherever words or phrases appear in **bold** in this policy booklet, they will have the meanings described in the Definitions section unless otherwise shown for any policy section.

This policy booklet forms part of your legal contract with **us** and explains exactly what cover is provided. Your **schedule** shows the level of cover **you** have chosen.

Choice of law

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 in English.

Your cancellation rights

For your cancellation rights inside and outside of the statutory 14 day cooling off period, please refer to the section titled "Cancellation Rights" in your Telematics policy terms and conditions document.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Contract of Insurance and Information and Changes we need to know about

The contract of insurance

This policy is a contract of insurance between the **policyholder** and us. The **policyholder** enters into a contract with **us** when they agree to take out the policy on the terms and conditions **we** have offered and to pay the premium. It is the **policyholder's** responsibility to ensure that all persons insured are aware of the terms of this policy.

The following elements form the contract of insurance; please read them and keep them safe:

- Policy booklet.
- Information contained on your application and/or statement of fact document as issued by **us**.
- Schedule**.
- Any **clauses** endorsed on this policy, as set out on your **schedule**.
- Certificate of motor insurance**.
- Any changes to your insurance policy contained in notices issued by **us** at renewal.
- The information under the heading 'Important Information' which **we** provide to **you** when **you** take out or renew your policy.
 - Telematics policy terms and conditions document provided by SmartDriver Club
 - The Terms of Business & Fees and Charges document provided by SmartDriver Club

In return for paying your premium, **we** will provide the cover shown on your **schedule** under the terms and conditions of this policy booklet during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

- (i) For existing customers who pay monthly by direct debit to Aviva the **policyholder** enters into a new contract of insurance with **us** commencing on the cover start date shown on your renewal **schedule**.
- (ii) For existing customers who pay annually or monthly, other than as set out in paragraph (i) above, the **policyholder** enters into a new contract of insurance with **us** commencing on the date when the **policyholder** agrees to renew the policy and to pay the premium. Persons insured will be covered for the **period of insurance** shown on your renewal **schedule**.

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

Please tell SmartDriver Club immediately to let **us** know if there are any changes to the information set out in the application and/or statement of fact document, **certificate of motor insurance** or on your **schedule**. **You** must also tell SmartDriver Club immediately to let **us** know about the following changes:

- a change to the people insured, or to be insured.
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- criminal convictions for any of the people insured, or to be insured.

- a change of vehicle.
- any vehicle modifications.
- any change affecting ownership of the vehicle.
- any change in the way that the vehicle is used.

If **you** are in any doubt, please contact SmartDriver Club.

When **we** are informed of a change, **we** will tell SmartDriver Club if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by **you** is not complete and accurate:

- we** may cancel your policy and refuse to pay any claim,
- or **we** may not pay any claim in full, or
- we** may revise the premium and/or change the compulsory
- excess**, or the extent of the cover may be affected.

Definitions

Wherever the following words or phrases appear in **bold** in this policy booklet, they will have the meanings described below:

Accessories

Parts of **your car** which are not directly related to how it works as a car. This includes audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems providing they are permanently fitted to **your car** and have no independent power source.

Approved repairer

A facility approved by **us** for the repair, damage assessment and/or storage of **your car**.

Certificate of motor insurance

The current document that proves **you** have the motor insurance required by the **Road Traffic Acts** to use **your car** on a road or other public place. It shows who can drive **your car**, and what **you** can use it for and whether **you** are allowed to drive other cars.

The certificate of motor insurance does not show the cover provided.

Clause

Changes in the terms of your policy. These are shown on your **schedule**.

Excess

The amount **you** must pay towards any claim.

Fire

Fire, self-ignition, lightning and explosion.

Green Card

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

Hazardous locations

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

High category hazardous goods

Any substance within the following United Nations Hazard Classes:

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

Ignition keys

Any key, device or code used to secure, gain access to, and enable **your car** to be started and driven.

Loss of any limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

Market value

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

Period of insurance

The period of time covered by this policy, as shown on your **schedule**, or until cancelled. Each renewal represents the start of a new period of insurance.

Personal belongings

Personal property within **your car**. This includes portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **your car**.

Repair quality

Bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to **your car** by our **approved repairer**.

Road Traffic Acts

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

Schedule

The document which gives details of the cover provided.

Territorial limits

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

Theft

Theft, attempted theft or taking **your car** without your consent.

The insurer/we/us

Aviva Insurance Limited except where otherwise shown for any policy section.

You/the insured/policyholder

The policyholder named in your **schedule**.

Your car

Any motor vehicle described on your **schedule** and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle which has been delivered to **you** in accordance with the **Road Traffic Acts** and remains effective.

Any motor vehicle loaned to **you** or a permitted driver shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy (applicable to Comprehensive cover only). Any motor vehicle loaned to **you** or a permitted driver shown on your **certificate of motor insurance** for up to seven days by a garage, motor engineer or vehicle repairer while the motor vehicle described on your **schedule** is being either serviced, repaired or having an MOT test (applicable to Comprehensive cover only).

Your partner

The husband or wife, or the domestic or civil partner of the **policyholder** living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

Cover Summary

Some cover sections or parts of cover sections are not applicable to Third Party Fire & Theft and Third Party Only insurance.

	Cover	Comprehensive	Third Party Fire and Theft	Third Party Only	Page No.
Section 1	Loss of or damage to your car	✓	Fire & Theft only	X	12
	Vehicle recovery in the event of an accident, fire or theft	✓	✓	X	12
	Repair Guarantee	✓	Fire & Theft only	X	12
	Courtesy and hire cars	✓	Fire & Theft only	X	13
	New car replacement	✓	X	X	14
	Uninsured driver promise	✓	X	X	14
Section 2	Your liability	✓	✓	✓	15
	Driving other cars	✓ Policyholders aged 25 or over at inception or renewal of this policy	X	X	15
	Liability of other persons driving or using your car	✓	✓	✓	15
	Legal personal representatives	✓	✓	✓	15
	Legal costs	✓	✓	✓	16
	Cross liability and application of limits	✓	✓	✓	16
	Duty of care – driving at work, legal costs	✓	✓	✓	16
	Section 3	Injury to you or your partner	✓	X	X
Section 4	Medical expenses	✓	X	X	18
Section 5	Personal belongings	✓	X	X	18
Section 6	Child seat cover	✓	X	X	18
Section 7	Emergency treatment	✓	✓	✓	19
Section 8	Vehicle recovery in the event of illness	✓	X	X	19
Section 9	No claim discount	✓	✓	✓	19
Section 10	Glass	✓	X	X	20
Section 11	Suspending cover	✓	X	X	20
Section 12	Continental use – compulsory insurance requirements	✓	✓	✓	21
Section 13	Replacement locks	✓	X	X	22

Section 1

Loss of or damage to your car

If **your car** is lost, stolen or damaged, **we** will:

- repair **your car** unless you notify **us** that **you** want **us** to pay someone else to repair it, or
- replace **your car**; or
- pay **you** a cash amount equal to the loss or damage.

We may decide to use suitable parts or **accessories** not supplied by the original manufacturer. The same cover also applies to:

- accessories**
- spare parts and components for **your car** while these are in or on **your car** or while in your private garage.

The most **we** will pay will be the **market value** of **your car** at the time of the loss. If **we** know that **your car** is still being paid for under a hire purchase or leasing agreement **we** will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

Vehicle recovery in the event of an accident, fire or theft

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man **we** can arrange for the protection and removal of **your car**. In the event of an incident please ring our motor claims helpline and **we** will arrange for the following:

- Someone to come out and help. If **your car** cannot be made roadworthy immediately it will be taken to our nearest **approved repairer**.
- Your car** 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 car**. **We** do not provide a courtesy car if **you** decide to use a repairer of your choice, even if the courtesy car option is shown on your **schedule**.
- Transport home or completion of journey for the driver and passengers.
- The onward transmission of any messages on your behalf.
- Delivery of **your car** back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out.

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

Repair Guarantee

We will provide a lifetime guarantee on **repair quality** carried out on **your car** by our **approved repairer** for as long as **your car** is continuously insured with **us** by **you** and maintained in a roadworthy condition.

If a valid contract of insurance is no longer held with **us**, **we** will continue to guarantee the **repair quality** carried out on **your car** by our **approved repairer** for a period of three years from the date of completion of the repairs or for the remainder of the original manufacturers warranty for **your car** if greater than three years.

All parts fitted to **your car** by our **approved repairer** will be covered for the duration of the guarantee provided by the part manufacturer/supplier.

Exclusion to Repair Guarantee

We will not pay for damage under the Repair Guarantee arising from deterioration and wear and tear or parts and component failures.

Important

Please report all accidents to us immediately on **0333 772 0487** so we can tell you what to do next and help resolve any claim.

Courtesy and hire cars

A courtesy car can be provided to reduce your inconvenience following a claim. It is not intended to be an exact replacement for **your car**. Only persons named on the **certificate of motor insurance** as being entitled to drive **your car** are covered to drive the replacement courtesy car. Please note that a courtesy car cannot be provided until your claim has been accepted and cover has been confirmed.

Important Information

- A standard courtesy car is a small three door hatchback car with an engine size of 1 litre.
- If **your car** is immobile or not roadworthy **we** aim to provide a courtesy or hire car within one working day. However if an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a courtesy car until the following normal working day.
- In order to avoid undue delays, please advise **us** during the early stages of your claim if an automatic transmission courtesy car is required. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic.
- We** will not be responsible for:
 - the cost of fuel used.
 - collection and delivery charges (if they apply).
 - any charges for fitting **accessories** or **personal belongings**.
 - any **excess** which would have applied to **your car** which is temporarily replaced.
 - all charges and costs where the courtesy car is not returned by the end of the maximum benefit period provided for under this policy.
- Courtesy cars supplied under this section will be of a standard type and will not include:
 - specialised vans such as pick-up trucks, tippers or refrigerated vans, or
 - any provision for towing, or
 - any trailers or caravans.
- Returning courtesy cars – the courtesy car will be supplied on the condition that it is returned to the depot which supplies it unless alternative arrangements have been made with the supplier.
- If the repairer chosen is not one of our **approved repairers**, a courtesy car will not be provided.

What cover have you got?	What is your situation?	What are you entitled to?
<input type="checkbox"/> Standard courtesy car on Comprehensive policies	<input type="checkbox"/> Your car is being repaired by an approved repairer <input type="checkbox"/> Your car is being repaired by a repairer of your choice <input type="checkbox"/> Your car cannot be repaired or is the subject of a fire or theft claim	<input type="checkbox"/> The approved repairer will provide you with a small three door hatchback car, with an engine size of 1 litre <input type="checkbox"/> No courtesy car will be provided if an approved repairer is not used <input type="checkbox"/> Your incident manager will arrange for a small three door hatchback car, with an engine size of 1 litre for up to 14 days, or up until a settlement offer has been agreed (whichever is earliest)

Important

Please report all accidents to us immediately on **0333 772 0487** so we can tell you what to do next and help resolve any claim.

New car replacement

We will replace **your car** with a new car of the same make, model and specification (if one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, within 12 months of **you** or **your partner** buying **your car** from new:

- any repair cost or damage in respect of any one claim covered by the policy is more than 60% of **your car's** list price in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (including car tax and VAT) when **your car** was purchased, or
- your car** is stolen and not recovered.

We will only replace **your car** if **you** or **your partner**:

- buy it under a hire purchase agreement or other type of agreement where ownership passes to **you** or **your partner** and the Financing company agrees, and
- are the first registered keepers of **your car**, or are the second registered keepers of **your car**, where **your car** has been pre registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **you** or **your partner**, the mileage was less than 250 miles.

Cars sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

Excesses

If **your car** is lost, stolen or damaged the **excess** shown in your **schedule** must be paid, no matter how the loss or damage happened.

The **excess** applied to glass claims can be found in Section 10 – Glass, of this policy booklet.

Uninsured driver promise

If the driver of **your car** is involved in an accident caused by an uninsured driver, **we** will refund the amount of any **excess you** have had to pay. **We** must be provided with the:

- vehicle registration and the make/model of the other vehicle, and
- the other vehicle's driver's details.

This promise only applies where the driver of **your car** was not at fault for the accident.

Exclusions to Section 1

We will not pay for:

- (1) loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- (2) mechanical, electrical or electronic failure, breakdown or breakage.
- (3) computer and equipment failure or malfunction.
- (4) loss or damage arising from **theft** while:
 - (a) the **ignition keys** of **your car** have been left in or on **your car**
 - (b) **your car** has been left unattended with the engine running.
- (5) damage to tyres by braking or by punctures, cuts or bursts.
- (6) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (7) loss of value following repair.
- (8) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (9) where **your car** is equipped for the cooking or heating of food or drink, loss or damage by **fire** caused directly or indirectly from the use of the cooking or heating equipment.

Important

Please report all accidents to us immediately on **0333 772 0487** so we can tell you what to do next and help resolve any claim.

Section 2

Your liability

We will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for an accident causing:

- (1) another person's death or injury
- (2) damage to another person's property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) and claimant's costs and expenses and any other costs and expenses up to £5,000,000 incurred with our written consent in relation to that person's property by:
 - (a) **your car**, including loading and unloading.
 - (b) any trailer while it is being towed by **your car**.

The amount payable under (2) above for damage to property is limited to £1,200,000 while **your car** is:

- (i) carrying any **high category hazardous goods**.
- (ii) being used or driven at any **hazardous locations** other than in an area designated for access or parking by the general public.

Driving other cars

We will insure **you** while **you** are driving any other car within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- the car does not belong to **you** or is not hired to **you** under a hire purchase agreement.
- you** are driving the car with the owners express consent.
- you** still have **your car** and it has not been damaged beyond cost effective repair.
- you** are aged 25 or above at inception or renewal of this policy.
- your **certificate of motor insurance** indicates that **you** can drive such a car.

Important note: The cover provided while **you** are driving any other car is for Third Party Only as detailed in the Cover Summary.

Liability of other persons driving or using your car

Cover under this section will also apply on the same basis, for the following persons:

- Any person **you** give permission to drive **your car** provided that your **certificate of motor insurance** allows that person to drive **your car**.
- Any person **you** give permission to use (but not drive) **your car**, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **your car**.
- The employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes, as long as your **certificate of motor insurance** allows business use. This does not apply if:
 - the vehicle belongs to or is hired by such employer or business partner.
 - **the insured** is a corporate body or firm.

Legal personal representatives

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

Important

Please report all accidents to us immediately on **0333 772 0487** so we can tell you what to do next and help resolve any claim.

Legal costs

We will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered under this section:

- at a coroner's 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 **you** are charged with carries a custodial sentence).
- appeals.

Cross liability and applications of limits

Where there is more than one person or company covered within the terms of this policy, cover under this policy will apply as if each one had been issued with their own separate Aviva policy. However the most **we** will pay for all claims arising from one originating cause in respect of damage to another person's property will not exceed the amount shown in Section 2 – Your liability.

Duty of Care – driving at work, legal costs

We will pay:

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

We will not pay:

- (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 Channel Islands and the Isle of Man 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 any person insured.
- (4) where cover is provided by another insurance policy.

The limits of cover in respect of such legal fees, expenses and costs are:

- (a) Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000
- (b) Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited

Exclusions to Section 2

We will not pay for:

- (1) any claim if any person insured under this section does not keep to the terms, exclusions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy.
- (2) the death of, or injury to any employee of the person insured which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the **Road Traffic Acts**.

Important

Please report all accidents to us immediately on **0333 772 0487** so we can tell you what to do next and help resolve any claim.

- (3) loss or damage to property that:
 - (a) belongs to or is in the care of any person insured who claims under this section, or
 - (b) is being carried in **your car**.
- (4) damage to any motor vehicle covered by this section.
- (5) loss, damage, injury or death while any motor vehicle is being used on:
 - (a) that part of an aerodrome or airport used for aircraft taking off or landing,
 - (b) aircraft parking areas including service roads,
 - (c) ground equipment parking areas, or
 - (d) any parts of passenger terminals within the Customs examination area,

unless **we** must provide cover under the **Road Traffic Acts**.

- (6) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the **Road Traffic Acts**:

- (a) Terrorism

Terrorism is defined as 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 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 in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes

- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 6 (a) and (b), where **we** must provide cover under the **Road Traffic Acts** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or used by **you** or any **named driver**, 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 in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

- (7) loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the **Road Traffic Acts**.

For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

- (8) death or injury of any person caused by:
 - (a) food poisoning, or
 - (b) anything harmful contained in goods supplied, or
 - (c) any harmful or incorrect treatment given at or from **your car**.

Important

Please report all accidents to us immediately on **0333 772 0487** so we can tell you what to do next and help resolve any claim.

Section 3

Injury to you or your partner

If **you** or **your partner** suffer accidental bodily injury in direct connection with **your car** or while getting into, out of or travelling in any other motor vehicle, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay £2,500 if, within three months of the accident, the injury is the sole cause of:

- death.
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears.
- loss of any limb.**

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** in respect of any other motor vehicle or motor vehicles the injured person will only be able to claim these benefits under one policy.

The cover under this section applies irrespective of fault.

Exclusion to Section 3

We will not pay for death or bodily injury arising from suicide or attempted suicide.

Section 4

Medical expenses

If **you** or any other person in **your car** is injured as a direct result of **your car** being involved in an accident, **we** will pay for:

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

The cover under this section applies irrespective of fault.

Section 5

Personal belongings

We will pay **you** (or, at your request, the owner) for loss or damage to **personal belongings** caused by **fire, theft** or accidental means while the **personal belongings** are in or on **your car**.

The maximum amount payable for any one incident is £150. A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to your car.

Exclusions to Section 5

We will not pay for:

- (1) money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- (2) goods or samples carried in connection with any trade or business.
- (3) tools.

Section 6

Child seat cover

If child seat(s) are fitted in **your car** and **your car** is involved in an accident or damaged following **fire** or **theft** **we** will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage. A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to your car.

Section 7

Emergency treatment

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

Section 8

Vehicle recovery in the event of illness

If the permitted driver of **your car** as shown on your **certificate of motor insurance** is taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue their journey, **we** will transport **your car** to your home or single address anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

A medical certificate must be produced prior to the provision of this service.

A claim solely under this section will not affect your no claim discount.

Exclusions to Section 8

We will not pay for:

- (1) any incident which occurs outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- (2) any incident where **your car** is within a quarter of a mile of your home address or place where **your car** is usually kept.
- (3) any incident where **your car** is disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy.
- (4) any incident directly caused by or due to the effects of alcohol and/or drugs.

Section 9

No claim discount

If no claim is made under your policy during the **period of insurance**, **we** will increase your no claim discount at your next renewal in line with the scale **we** apply at the time.

Where a claim has been made, **we** may reduce your no claim discount in line with the scale **we** apply at the time.

If a claim is made which is not your fault and **we** have to make a payment, **we** will reduce your no claim discount unless **we** can recover all sums **we** have paid from those responsible, except where:

- the accident was not your fault and the driver who caused it was uninsured and **you** have provided **us** with:
 - the vehicle registration and the make/model of the other vehicle, and
 - the other vehicle's driver's details, or**you** have protected your no claim discount as shown on your **schedule**.

If your renewal is due and investigations into a claim are still on-going, **we** may reduce your no claim discount. Once our investigations are complete and **we** have confirmed that the accident was solely the fault of another driver, **we** will restore your no claim discount and refund any extra premium **you** have paid.

Note

We will not reduce your no claim discount where the only payments made are for:

- emergency medical treatment under the **Road Traffic Acts** as provided under Section 7 – Emergency treatment.
- recovery of your vehicle in the event of illness as provided under Section 8 - Vehicle recovery in the event of illness.
- repairing or replacing glass in **your car's** windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass) under Section 10 – Glass.
- replacing locks, alarms or immobilisers following your **ignition keys** being lost or stolen as provided under Section 13 – Replacement locks.

Third Parties may claim directly against **us** as insurer in the event of an accident, involving **your car** as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

You are reminded of your responsibilities to report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.

Section 10

Glass

We will pay for the replacement or repair of the glass in **your car's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **your car** suffers scratching arising solely from the breakage of glass.

You must telephone our motor claims helpline, **0333 772 0487**, before any work is carried out. **We** will direct **you** to an **approved repairer**.

You will have to pay the first £75 of the cost of glass replacement.

If the glass is repaired rather than replaced the **excess** will not apply.

A claim solely under this section will not affect your no claim discount.

Section 11

Suspending cover

Where **we** are informed that **your car** will be out of use for a continuous period of 28 days or more, and this is not the result of any loss or damage covered by this policy, all cover provided by this policy will be of no effect other than Section 1 – Loss of or damage to your car, provided **your car** is kept in a locked private garage.

We may refund part of your premium for the laid-up period; **we** will pay this refund when cover begins again. A refund of premium is not allowable under a policy where:

- the total period of cover is less than 12 months

Exclusions to Section 11

We will not pay for:

- (1) loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- (2) mechanical, electrical or electronic failure breakdown or breakage.
- (3) computer and equipment failure or malfunction.

- (4) loss or damage arising from **theft** while:
- (a) the **ignition keys** of **your car** have been left in or on **your car**.
 - (b) **your car** has been left unattended with the engine running.
- (5) damage to tyres by braking or by punctures, cuts or bursts.
- (6) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (7) loss of value following repair.
- (8) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (9) where **your car** is equipped for the cooking or heating of food or drink, loss or damage by **fire** caused directly or indirectly from the use of the cooking or heating equipment.

Section 12

Continental use – compulsory insurance requirements

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

- any country which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, the policy provides the cover shown on the **schedule** in any country in the **territorial limits**, subject to:

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

Cover includes:

- transit between countries within the **territorial limits**.
- reimbursement of any customs duty **you** may have to pay on **your car** after its temporary importation into any country within the **territorial limits**, subject to your liability arising as a direct result of any loss of or damage to **your car** which is covered under Section 1 – Loss of or damage to your car.
- general Average contributions, Salvage, Sue and Labour charges while **your car** is being transported by sea between any countries within the **territorial limits**, provided that the loss of or damage to **your car** is covered under Section 1 – Loss of or damage to your car.

If you take your car abroad

All countries within the **territorial limits** have agreed that a **Green Card** is not necessary for cross border travel. Your **certificate of motor insurance** provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of motor vehicles in any of these countries visited.

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

Section 13

Replacement locks

If your **ignition keys** are lost or stolen **we** will pay the cost of replacing the:

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

provided that it can be established to our reasonable satisfaction that the identity or garaging address of **your car** is known to any person who may have stolen or found your **ignition keys** and the value of the claim does not exceed the **market value** of **your car**.

In the event of any claim under this section, the courtesy car and hire car benefits under Section 1 – Loss of or damage to **your car**, will apply.

Your no claim discount will not be affected and no **excess** is applicable when making a claim under this section.

General Exclusions

General exclusions apply to the whole of your policy

We will not pay for:

- (1) Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - (a) used otherwise than for the purposes described under the 'Limitations as to use' section of your **certificate of motor insurance**, or
 - (b) driven by, or is in the charge of any person for the purposes of being driven who, or
 - is not described under the section of your **certificate of motor insurance** headed 'Person or classes of persons entitled to drive', or
 - does not have a valid and current licence to drive **your car**, or is
 - not complying with the terms and conditions of the licence, or does not have the appropriate licence for the type of vehicle.

We will not withdraw this cover:

- (i) while **your car** is in the custody or control of:
 - a member of the motor trade for the purposes of maintenance or repair, or
 - an employee of a hotel or restaurant or car parking service.
 - (ii) if the injury, loss or damage was caused as a result of the **theft of your car**.
 - (iii) by reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
- (2) Any liability **you** have agreed to accept to the extent **you** would have had if that agreement did not exist.
 - (3) (a) loss or destruction of, or damage to, any property or 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 radiation 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 hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (4) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other 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 to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.
 - (5) Any accident, injury, loss or damage if **your car** is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
 - (6) loss or damage caused deliberately by **you** or by any other person who is using or driving **your car**.

General Conditions

General conditions apply to the whole of your policy

Claims procedure

- (1) **You** must report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.

If **you** receive any contact from another party in relation to your claim, please re-direct this to **us** and **we** will manage it on your behalf.

You or anyone acting on your behalf must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of an incident or if there is to be an inquest or a fatal accident inquiry.

- (2) **You** or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent.

If **we** want to, **we** can take over and conduct in your name or that of the person claiming under the policy the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy.

We shall have full discretion in the conduct of any proceedings or the settlement of any claim.

The person who is seeking payment under this policy shall give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement or pursue a recovery.

Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.

Information	Documents	Assistance
<ul style="list-style-type: none"><input type="checkbox"/> Details of third parties and witnesses<input type="checkbox"/> Statement of events relating to your claim<input type="checkbox"/> Sketch or photograph of the accident scene<input type="checkbox"/> Correspondence received from another party (including court papers)	<ul style="list-style-type: none"><input type="checkbox"/> Driving licence<input type="checkbox"/> Proof of identity and address<input type="checkbox"/> Vehicle documentation such as V5, MOT and proof of purchase<input type="checkbox"/> Receipts and invoices<input type="checkbox"/> Finance documents	<ul style="list-style-type: none"><input type="checkbox"/> Attendance at court<input type="checkbox"/> Meetings with solicitors or us

- (3) **You** must notify the Police as soon as reasonably possible if **your car** is lost, stolen or broken into.

Cancelling this policy

For your cancellation rights inside and outside of the statutory 14 day cooling off period, please refer to the section titled "Cancellation Rights" in your Telematics policy terms and conditions document.

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 condition does not apply to personal accident benefits under Section 3, which will be paid as indicated under that section.

This provision will not place any obligation upon **us** to accept any liability under Section 2 –

Your liability which **we** would otherwise be entitled to exclude under Exclusion 1 to Section 2.

Your duty to prevent loss or damage

- (6) **You** shall at all times take all reasonable steps to safeguard **your car** from loss or damage. **You** shall maintain **your car** in a roadworthy condition.
- You** will allow **us** to have free access to examine **your car** at all times.

Your duty to comply with policy conditions

- (7) Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Fraud

- (8) If your claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

Payments made under compulsory insurance regulations and rights of recovery

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

Direct right of access

- (10) Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

Monthly premiums

- (11) If **you** are paying monthly premiums, these will be due on the start date of the insurance shown on your **schedule**, and on the same date of each following month. If **you** do not pay the first premium, the policy will be invalid.

We will provide **you** with one month's cover for each monthly premium **you** pay.

If **you** have paid one or more premiums but then fail to pay any premium after that, **we** will have the right to cancel the policy as set out in the General Conditions section of this policy booklet.

Monthly payment plan

- (12) If **you** are paying the premium using an Aviva monthly credit facility, **you** must make the regular monthly payments as required in the credit agreement. If **you** do not do this **we** may cancel this insurance as set out in the General Conditions section of this policy booklet.

If the credit agreement requires **you** to pay a deposit, this deposit is required by the date the insurance starts or the policy will not be valid.

Mileage

- (13) **We** reserve the right to establish the mileage on **your car** at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded your premium will be increased to that which applies to the mileage driven. If **we** become aware that the annual mileage has been exceeded at the time of a claim the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the **period of insurance**.

Car sharing and insurance

- (14) If **you** receive a contribution as part of a car sharing agreement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carriage of passengers for hire or reward provided:
- your car** is not constructed or adapted to carry more than eight passengers (excluding the driver).
 - passengers are not being carried in the course of a business of carrying passengers.
 - total contributions received for the journey concerned do not involve an element of profit.

Important

- (15) If **your car** is used under a car sharing agreement and there is any doubt as to whether this arrangement is covered by the terms of your policy **you** should immediately contact your insurance adviser for confirmation.

Important Notice – Information we need to know about

- (16) **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.
- If the information provided by **you** is not complete and accurate:
- we** may cancel your policy and refuse to pay any claim,
 - or **we** may not pay any claim in full, or
 - we** may revise the premium and/or change the compulsory
 - excess**, or the extent of the cover may be affected.

Complaints Procedure

For complaints related to the claims service see below.

For complaints related to sales and aftercare service please refer to The Terms of Business & Fees and Charges document for details.

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 promptly.
- We** aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of your insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting SmartDriver Club or your usual Aviva point of contact.

We understand that making a complaint can be stressful in itself. That's why we want you to be able to complain in any way you choose.

Complaint about your policy

Quality Manager, Smartdriverclub Insurance, Complaints Department,
Arena Business Centre, 25 Barnes Wallis Road, Segensworth East, Fareham
PO15 5TT
Tel: 0330 058 6000
Email: complaints@smartdriverclubinsurance.co.uk

Complaint about your claim

Claims Quality Manager, Smartdriverclub Insurance, Complaints Department,
Arena Business Centre, 25 Barnes Wallis Road, Segensworth East, Fareham
PO15 5TT
Tel: 0330 058 6000
Email: complaints@smartdriverclubinsurance.co.uk

Complaint about your Device

Device Quality Manager, Smartdriverclub, 25 Barnes Wallis Road, Segensworth East,
Southampton, PO15 5TT
Tel: 0333 058 6000
Email: devicequality@Smartdriverclub.co.uk

Whichever method you choose, a member of staff fully trained in complaint handling will deal with your complaint.

How to escalate your complaint

If we have given you our final response and you are still unhappy, or more than eight weeks have passed since we received your original complaint, you may refer your complaint to the Finance Ombudsman Service (~~FOS~~) at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (Calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect your right to take legal action.



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Authorised and regulated by the Gibraltar Financial Services Commission.

Authorised and subject to limited regulation by the Financial Conduct Authority.

Registered Office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA.

Aviva Insurance Limited. Registered in Scotland, No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the

Financial Conduct Authority and the Prudential Regulation Authority.