

Your Aviva Zero Car Insurance policy

1. Keep calm & move to safe location – call **999** if you need to
2. Swap details and take photos
3. Let us look after you – Our dedicated team is here to help.

Tell us about all accidents as soon as possible.

Go to **Zero.Aviva.co.uk/account**

What to do if you've been in an accident

We know accidents can be stressful, so here's five helpful hints and tips of what to do if **you** are ever involved in a crash:

1. Keep calm and move to a safe place

Remember **we're** here to help – if **you** can (and it's safe to do so) move **your car** to a safe location away from flowing traffic to avoid further incidents.

2. Call 999

Your safety is priority - call the emergency services straight away if needed.

3. Swap details and take photos

It is important to get the details of everyone whose been involved:

- vehicle registration, make and model (this is most important)
- name
- telephone number
- address
- insurance details
- any injuries
- contact information for any witnesses

Take photos (or videos) of all the vehicles and property involved, the accident location and any road markings. **We** can't recover any costs without third party information. It's important to get this information because if **we** can't recover costs, then any accidents will be a fault claim on your policy.

4. Don't take the blame

Our job is to investigate who's at fault, even if **you** think it was yours, don't take the blame (at the time).

5. Let us look after you

Save time by making your claim online. If **you** need to make a claim, let us know the details straightaway. We've made it quick and easy to do. Simply visit Zero.Aviva.co.uk/account or use **our** emergency helpline number. **You** can download this from your Zero account and save it to your phone book.

If anyone else gets in touch with **you** about your accident, just pass them onto **us**. **We** can speak to another insurer or third party for **you**.

Important

The sooner **you** tell **us** what happened, the sooner **we** can help **you** and any third party. This helps **us** keep prices lower for **you** and all **our** customers. Even if **you** don't intend on making a claim please notify **us** as soon as possible.

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Welcome

This policy booklet forms part of your legal contract with **us**, together with your policy schedule, it gives **you** all the details of **your car** insurance policy and explains exactly what **you're** covered for. Your schedule shows the level of cover **you** have chosen. If **you've** got any questions just get in touch through your Zero account.

Contract of Insurance

The contract of insurance between **you** and **us** consists of the following elements:

- your policy booklet(s);
- information contained on your 'Information provided by you' document issued by us;
- schedule (including any clauses shown on it);
- **certificate of motor insurance**;
- changes to your policy in notices **we** give **you** at renewal;
- information under the heading "Important Information" which **we** give **you** when **you** take out or renew your policy.

Please read them and keep them safe. It is your responsibility to ensure that all persons insured are aware of the terms of this policy.

In return for **you** paying your premium and complying with the terms of this policy, we will insure you for anything shown in your policy booklet which your schedule shows is covered during the **period of insurance**.

24 hour emergency helpline

An emergency is when **you've** had an accident and are stuck at the side of the road. If **you're** in this situation, **we're** here to look after **you**, **you** can download **our** helpline number from your Zero account. Remember to save this in your phone book so **you** have it when **you** need it most.

Large print, audio and braille

All documentation is also available in large print, audio and braille. If **you** require any of these formats please email **us** at TeamZero@mail.online.aviva.co.uk

Your cancellation rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract, or the day on which **you** receive your policy or renewal email confirmation, whichever is the later. If **you** want to cancel, and the insurance cover hasn't started yet, **you** will be entitled to a full refund of the premium paid.

Or, if **you** wish to cancel and the insurance cover has already started, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time for which **you** have been covered.

There will also be an additional charge as shown in your schedule of £28.00 if **you** cancel within the first 14 days (inclusive of Insurance Premium Tax at the appropriate rate) to cover the administrative cost of providing the policy. The cancellation fee may be reduced to ensure the total amount **you** pay in the period does not exceed your annual premium.

You will not receive a refund of premium and all premiums will be due if any claim has been made under 'Section 1. Loss of or damage to your car' and;

- **We** have agreed to settle your claim by paying the **market value** (less any excess applicable), or by replacing **your car** under new car replacement; and,
- **We** haven't been able to recover the full amount from a responsible third party.

You can cancel your policy online via your Zero account.

It is your responsibility to notify all **persons insured** that this policy has been cancelled. If **you** do not exercise your right to cancel your policy, it will continue in force and **you** will have to pay the premium.

For your cancellation rights outside the statutory cooling-off period, please refer to the 'General conditions' section of this policy booklet.

Ensuring you have continuous cover

If **you** are thinking of cancelling and not renewing with **us**, make sure **you** can get the alternative cover **you** need before your policy ends.

Administration and cancellation fees and charges

We apply administration and cancellation fees and charges under certain circumstances as shown in the following table:

When we'll apply a fee or charge	Fee/Charge
We , or you cancel the policy within 14 day cooling off period (before cover has started)	£0
We , or you cancel the policy within 14 day cooling off period (after cover has started)	£28.00*
We , or you cancel the policy after the 14 day cooling off period has ended	£56.00*
If you make any changes to your policy	£11.20*

*Inclusive of Insurance Premium Tax at the appropriate rate.

There is no fee for opting in or out of automatic renewal regardless of how you contact us.

For further information on your cancellation rights please refer to 'Your cancellation rights' on this page and the 'General conditions' on page 28 of this booklet and within our Important Information document.

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.

Definitions

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

Advanced Driver Assistance Systems (ADAS)

Electronic systems fitted to **your car** designed to assist with safety, the control and/or driving of your car.

Approved repairer

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

Automated vehicle

A vehicle designated as being legally able to safely drive itself and is listed as an automated vehicle under the Automated & Electric Vehicles Act 2018.

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 **you** have.

Computer system(s)

Any computer, hardware, **software**, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility.

Cyber act

A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any

computer systems and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

Data

All information, which is electronically stored, recorded, transmitted or represented or contained in any formats, materials or devices used for the storage of **data** including but not limited to operating systems, records, programs, **software** or firmware, code of series of instructions facts, concepts, code or any other information of any kind.

Electric Vehicle

A motor vehicle that is capable of being propelled solely by electrical power derived only from an electrical rechargeable battery which is charged externally.

Fire

Fire, self-ignition, lightning and explosion.

Inexperienced driver

A **person insured** who has passed their full UK or EU driving test less than 12 months ago.

Market value

The cost of replacing **your car** with one of the same make, model, specification and condition. The market value, determined at the time of loss or damage, may also be affected by other factors such as mileage, MOT status (if one is required), how **you** purchased **your car** and whether it has been previously declared a total loss.

Period of insurance

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

Person insured

Person(s) other than **you**, nominated by **you** to drive **your car**, providing they are permitted to drive as shown on your **certificate of motor insurance** (persons insured are not entitled to benefits provided under Section 2 - Driving other cars)

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.

Schedule

The document which gives details of the cover you have.

Software

Any software, Safety Critical Software, firmware, operating systems, electrical control systems, **data**, **data** storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct **data**, day of the week or period of time.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bosnia and Herzegovina, 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.

Track day

Any event, organised or not, or location where vehicles are permitted to drive on any course, or track, which is free from traffic regulations.

We/us/our

Aviva Insurance Limited except where otherwise shown for any policy section and any representative appointed by us to act on **our** behalf, except where otherwise shown for any policy section.

You/policyholder

The person who has entered into this contract of insurance on behalf of themselves and on behalf of each **person insured**.

Your car

- Any motor vehicle described in the 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 has been delivered to **you** and remains effective;
- 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 a MOT test.
- 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.

Your partner

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

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.

The same cover also applies to accessories up to the limit shown in your schedule.

We may decide to use parts or accessories not supplied by the original manufacturer, but which are of a similar standard, including recycled or refurbished parts.

When **we** repair **your car**, **we'll** arrange for **ADAS** defects or errors due to the incident to be recalibrated or repaired.

Accessories are items permanently fitted to **your car** which are not directly related to how it works as a car. For example, in-built satnavs, charging cable (for Electric Vehicles) cameras, comms kits or roof racks. **You** can only claim for accessories under this section.

The most **we** will pay will be the **market value** of **your car** at the time of the loss.

What if my vehicle is on finance?

If **we** know that **your car** is still being paid for under a finance agreement, **we** will pay any claim to the owner described under that agreement.

- where **your car** is on finance and the agreement allows **you** to own or purchase the car, any difference between what **we** pay the finance company and the **market value** will be paid to **you**
- where **your car** is not or cannot be owned by **you** under the agreement (contract hire and some leasing arrangements) **we** will pay its asset value to the true owner.

If the outstanding amount of your finance exceeds any payment made under this policy, **you** will still be responsible for paying this.

The most **we** will pay will be the **market value** of **your car**.

Vehicle recovery and journey continuation

Following an accident, or **fire**, or **theft** in the **territorial limits** we will:

- arrange to get **your car** to one of **our approved repairers**, your home or a safe place of storage.
- **We** will also arrange to get the driver and passengers home or to their intended destination or **we** will pay up to £150 for overnight accommodation or public transport. **You** will need to produce receipts to claim.
- **We** will deliver **your car** back to your home address (shown on your schedule) after the repairs have been carried out by one of our approved repairers.

What if I want to use a garage of my choice?

We can arrange for **your car** to be taken to a repairer of your choice if it is closer than **our** nearest **approved repairer**. This may lead to delays in arranging the repairs.

We will not be able to provide **you** with a courtesy car and the excess **you** must pay will increase, more details can be found in your **schedule**.

If using your own repairer, **you** should arrange for any **ADAS** defects to be recalibrated or repaired

Repair guarantee

We will provide a lifetime guarantee on repair quality carried out on **your car** by our **approved repairer** for as long as you own your vehicle. Repair quality means bodywork

repairs, paint repairs and ‘workmanship’ which is the work carried out by skilled technicians.

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

Exclusion to repair guarantee

We won’t pay for damage under the repair guarantee arising from deterioration and wear and tear or parts and component failures

Courtesy car – standard cover

Your schedule will show the level of cover **you** have.

A courtesy car is provided to reduce your inconvenience and where possible ensure **you** remain mobile. It is not intended to be an exact replacement for **your car**. All courtesy cars have comprehensive cover under your policy for the period the courtesy car is provided. A courtesy car:

- will only be provided when your claim has been accepted, the repairs have been authorised and for the duration of repairs.
- if **your car** is repairable and is being repaired by **our approved repairer** network.
- is typically a small three door hatchback car with four seats.

If **you** need an automatic transmission courtesy car, automatic courtesy cars can be supplied, providing the car being repaired is an automatic.

We do not provide a courtesy car outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. However, **you** can buy **our** European Breakdown option which provides cover if there is an accident, breakdown or **theft** abroad.

Important

If **our approved repairers** provide **you** with a courtesy car, it will be covered under your insurance policy.

A courtesy car will not be provided if **your car** is:

- stolen
- outside **our territorial limits**
- beyond economic repair

We can’t guarantee the courtesy car will be adapted for any special needs.

Hire car – optional cover

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

A hire car will be provided to **you** if **your car** has been stolen or has been damaged and is not repairable. Hire cars are subject to availability and are provided for a minimum of five days and a maximum of up to 21 days, or until your settlement has been agreed (whichever is earlier).

All hire cars have comprehensive cover under your policy for the period the hire car is provided.

A hire car is typically a small three door hatchback car with four seats

If **your car** is immobile or unroadworthy **we** aim to provide a 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 hire car until the following normal working day).

To avoid undue delays, please advise **us** during the early stages of your claim if **you** need an automatic transmission car. Automatic hire cars can be supplied, providing the car being repaired is an automatic.

We do not provide a hire car outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

New car replacement

We will replace **your car** with a new car of the same make, model and specification (if one is available in the UK) if, **you** or your **partner** are the first registered keeper of **your car**, (or second registered keeper where it was pre-registered and the mileage of **your car** was less than 250 miles) and within 12 months of buying it from new:

- The cost of repairing any damage in respect of one claim covered by the policy is more than 69% of the car's UK list price (including car tax and VAT); or
- it is stolen and not recovered.

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

- outright, or
- under a finance agreement where ownership passes to **you** or your **partner** and the Finance Company agrees.

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

If the qualifying criteria set out above are not met, or **you** do not wish **us** to replace **your car** with a new vehicle of the same make, model and specification, the most **we** will pay will be the **market value** of **your car** at the time of loss or damage.

Child seats

If child seats are fitted in **your car** and **you** make a claim under this section, **we** will pay the cost to replace them even if there is no apparent damage.

Excesses

An excess is an amount **you** will have to pay towards any claim.

- An excess will apply to most claims
- An additional excess will apply:
 - if the driver is 24 or under
 - is an **inexperienced driver**
 - if the claim is for **fire or theft**
 - if you want to use your own repairer
- Your schedule will show the excesses **you** will have to pay towards any claim. If more than one excess applies to your claim, the excesses will be added together
- If **you** are hit by an uninsured driver and provide **us** with the other driver's name, contact details and their vehicle registration number, **we** will refund the excess **you** paid. This only applies where the driver of **your car** is not at fault.

Section 1. Loss of or damage to your car – exclusions

We won't pay for:

- Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts.
- Loss or damage arising from **theft** while:
 - **your car**'s ignition keys (including any key, device or code used to secure, gain access to, or to enable **your car** to be driven) have been left in or on **your car**;
 - **Your car** has been left unattended with the engine running.
- Loss or damage arising from confiscation or requisition or destruction by or under order of any government or public or local authority.
- Where **your car** is equipped for the cooking or heating of food or drink, loss or damage by **fire** caused directly or indirectly from use of the cooking or heating equipment.
- Loss or damage if, at the time of the incident, it was being driven or used without your permission by someone **you** know (unless **you** have reported them to the Police).
- Loss or damage to **your car**, where possession of it is gained by deception
- Loss or damage arising from use of **your car** while taking part in a **track day** or whilst driving on the Nürburgring Nordschleife.
- Loss or damage caused by the unauthorised, and/or malicious access to **computer system(s)** or electronic components and systems, resulting in any reprogramming of **software**, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the Vehicle Manufacturer.
- Loss or damage caused by using the incorrect type of fuel in **your car**.

Section 2. Your liability

We will insure **you** and the **persons insured** for all amounts which they may have to pay as a result of **you** being legally liable for:

- Another person's death or injury.
- Damage to another person's property up to a maximum amount of that shown in your schedule (excluding that person's costs and expenses and any other costs and expenses) and up to the amount shown in your schedule for that person's costs and expenses and any other costs and expenses incurred with **our** written consent in relation to damage to that person's property as a result of an accident caused by **your car** and/or by any trailer while it is being towed by **your car**.

The amount payable under the second bullet point above for damage to property is limited to the amount shown in your schedule, or such greater sum as may be required to meet the minimum insurance requirements of the **Road Traffic Acts** while **your car** is:

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

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

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.

Driving other cars

We will insure **you** whilst **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 owner's 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 last renewal of this policy.
- Your certificate of motor insurance indicates that **you** can drive such a vehicle.
- The car is not an **automated vehicle**.

Important Note: the cover provided whilst **you** are driving any other car is for Third Party only.

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 given permission by **you** to drive **your car** provided that your certificate of motor insurance allows that person to drive **your car**.
- Any person given permission by **you** 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 vehicle for which cover is provided under this Section while the vehicle 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 costs

We will pay the legal costs of any legal representative we agree to, to defend **you** or any **person insured** at a coroner's inquest or fatal accident inquiry or in any proceedings brought under the **Road Traffic**

Acts or equivalent European Union legislation following an incident covered by this section. This cover does not extend to a plea of mitigation (unless the offence you are charged with carries a custodial sentence) or appeals.

Emergency treatment

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

Section 2. Your liability – exclusions

We won't pay for:

- Anything which **you** or any **person insured** can claim for under another policy
- The death of, or injury to any employee of **you** or any **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**.
- Loss of or damage to property that:
 - Belongs to or is in the care of **you** or any **person insured** who claims under this section; or
 - Is being carried in **your car**.
- Damage to any vehicle covered by this section.
- Loss, damage, injury or death while any vehicle is being used on:
 - That part of the aerodrome or airport which is used for aircraft taking off or landing;
 - Aircraft parking areas including service roads;
 - Ground equipment parking areas; or

- Any parts of passenger terminals within the Customs examination area;

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

- 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:

1. The use or threat of force and/or violence and/or
2. 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 people 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 (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 incident or incidents caused by **your car** or any vehicle or vehicles driven or used by **you** or any **person insured**, for which cover is provided under this section, will be:

- Limited to the amount shown in your schedule in respect of all claims resulting directly or indirectly from one originating cause; or
- Such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.
- 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.

- Death or injury of any person caused by:
 - food poisoning; or
 - anything harmful contained in goods supplied; or
 - any harmful or incorrect treatment given at or from **your car** or any motor vehicle covered by this Section.
- Loss, damage, death or injury that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of **your car**, bringing a load to **your car** for loading or taking a load away from **your car** after unloading it.
- A claim where **your car** is an **automated vehicle** and is being driven or used in automated driving mode and the **policyholder** or **person insured** at the time of an accident has:
 - made, or permitted alterations to any **software** which relates to functioning of **your car** as an **automated vehicle**, except those provided and/or approved by the vehicle manufacturer and/or;
 - failed to install or permit installation of any safety critical **software** updates relating to the functioning of **your car** as an **automated vehicle** which the **policyholder** or **person insured** ought reasonable to have known were safety critical (**software** updates are safety critical if it would be unsafe to use the vehicle in question without the updates being installed).

Section 3. Personal belongings

Your schedule will show the level of cover **you** have.

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 they are in or on **your car**.

The maximum amount payable for any one incident is shown in your schedule.

As well as the personal belongings in **your car**, this section also covers portable audio equipment, multi-media equipment,

communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **your car**. **You** can only claim for personal belongings under this section.

Important note

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 3. Personal belongings – exclusions

We will not cover:

- Money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- Goods or samples carried in connection with any trade or business.
- Tools.

Section 4. No claim discount

If no claim is made under your policy during any **period of insurance**, **we** will increase your no claim discount at your next renewal in line with the scale outlined within this section.

No claim discount will be earned separately by each **policyholder**, on each car they insure and is not transferable to any other person.

Where a claim has been made and your no claim discount is not protected, **we** may reduce your no claim discount on the car which is subject to the claim in line with the scale outlined within the table below:

No Claim discount at last renewal date (years)	No claim discount at next renewal date (years)		
	1 Claim	2 Claims	3 Claims
1	NIL	NIL	NIL
2	NIL	NIL	NIL
3	1	NIL	NIL
4	2	NIL	NIL
5	3	NIL	NIL
6 or more years	3	NIL	NIL

If your renewal is due and investigations into a claim are still ongoing, **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 reinstate your no claim discount and refund any extra premium **you** have paid.

What if the claim isn't my fault?

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 the fault of an uninsured driver and **you** have provided **us** with:
 - the other vehicle's registration number, and
 - the other vehicle's driver's name and contact details.
- you** have protected your no claim discount as shown on your schedule

Claims under the following sections will not reduce your no claim discount

- Section 5 – Glass
- Section 9 – Replacement locks
- A claim which was not your fault where **we** have recovered **our** money in full

Optional - Protected no claim discount cover

This is an optional cover and only applies if shown on your schedule.

Cover purchased	Number of claims	New no claim discount (NCD) entitlement
Protected no claim discount on 3 years	One claim made during any period of insurance	3 years NCD, protection lost
	Two claims made during any period of insurance	1 years NCD, protection lost
	Three or more claims made during any period of insurance	0 years NCD
Protected no claim discount on 4 years*	One claim made during any three year period	4 years NCD, protected
	Two claims made during any three year period	4 years NCD, protection lost
	Three claims made during any three year period	2 years NCD, protection lost
	More than three claims made during any three year period	0 years NCD
Protected no claim discount on 5 years or more*	One claim made during any three year period	5 years or more NCD, protected
	Two claims made during any three year period	5 years or more NCD, protection lost
	Three claims made during any three year period	3 years NCD, protection lost
	Four claims made during any three year period	0 years NCD, protection lost
	More than four claims made during any three year period	0 years NCD
Important <ul style="list-style-type: none"> Protected no claim discount preserves the number of years no claim discount entitlement you have. Your renewal premium may still increase as a result of claims and other factors Once you reach protected no claim discount on four years or more please note that any claim made within the last three years will be taken into account and will affect your discount and entitlement accordingly. 		

***We** will take into account any claim(s) with any previous insurer during a two year period prior to taking out this policy (a claim for this purpose is any which would have resulted in loss of your no claim discount).

Section 5. 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. The most **we** will pay will be the **market value** of **your car** at the time of the loss. **We** may use suitable parts not supplied by the original manufacturer.

We will also cover the cost to recalibrate **your car's ADAS** (Advanced Driver Assistance System) after the replacement of your windscreen, when required.

The excess amount which must be paid for any replacement or repair of windscreens or glass in the sides or rear of **your car** is shown in your schedule.

Your total excess will be payable for a claim of damaged glass that forms part of **your car's** roof including sunroofs and panoramic roofs.

Important note

You must contact **our** Claims team before any work is carried out. **We** will direct **you** to an **approved repairer**.

Section 5. Glass – exclusions

We will not cover:

- Any windscreens or windows which are not made of glass

Section 6. Foreign use

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 in the schedule in any country in the **territorial limits**, subject to:

- **Your car** normally being kept in Great Britain 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 90 days in any one trip, and not exceeding a total of six months in any **period of insurance**.

If **you** require more than 90 days cover in the **period of insurance**, **you**'ll need to contact **us**. Any extension needs to be agreed by **us** and **you** will need to pay any additional premium.

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 whilst **your car** is being transported by sea between any countries within the **territorial limits** provided that loss of or damage to **your car** is covered under 'Section 1. Loss of or damage to your car'.

Foreign use advice

All countries covered under this section have agreed that a green card is not necessary for cross border travel. Your certificate of motor insurance provides sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **you** visit.

Visit your Zero account to report a claim or get help when **you** are travelling abroad.

Section 7. Personal Accident cover

If **you, your partner** or **persons insured** suffer accidental bodily injury as a result of:

- a road traffic accident in direct connection with the use of **your car** and/or
- travelling in, getting in to or out of **your car** listed in your schedule, **we** will pay an amount as shown in your schedule, 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 which means severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

The most **we** will pay any one person after any accident or during any one **period of insurance** is shown in your schedule.

If **you, your partner** or **persons insured** have any other policies with **us** in respect of any other car or cars, the injured person can only claim these benefits under one policy. The cover applies irrespective of fault.

Optional – Increased Personal Accident cover

The cover explained in this section only applies if it's shown in your schedule.

• Additional benefit for death or serious injury

If **you, your partner** or **persons insured** suffer death or serious injury as outlined in this Section, **we** will pay an additional benefit amount as shown in your schedule.

• Physiotherapy cover for minor injuries

This extension also provides physiotherapy cover for minor injuries for **you, your partner** or **persons insured** if they are injured as a direct result of **your car** being involved in an accident. **We** will refer **you** quickly to **our** experienced rehabilitation case management provider and will pay for treatment from a chartered physiotherapist **we** have appointed who believes treatment will help recovery.

The most **we** will pay any one person after any accident is shown in your schedule.

Physiotherapy will end once the rehabilitation case management provider and/or treating physiotherapist advises no further treatment is required, or the limit under this extension has been reached, whichever happens first.

The cover applies irrespective of fault.

Section 7. Personal Accident cover – exclusions

We will not pay for death or bodily injury arising from:

- suicide or attempted suicide.
- **you, your partner** or **persons insured** not wearing a seatbelt.

Section 8. Motor Legal

The cover explained in this section only applies if it's shown in your schedule. This section provides legal protection and advice in the event of a motoring incident.

The following definition only applies to this section of the policy:

You/your

The persons covered by this section:

the **persons insured**; and

any passengers carried in **your car** at the time of an accident and/or incident, which occurs within the **period of insurance**.

Motor legal protection explained

1. Legal protection to claim costs or compensation after a motor accident or incident

If there is an accident and/or incident involving **your car** which is not **your** fault, **we** will provide **you** with legal protection to pay lawyers' costs to help claim against the person(s) who is responsible.

As part of **your** claim **we** will pay to recover **your** financial losses (such as **your** excess and travel expenses) and also obtain compensation if, as a result of travelling in, getting into or out of **your car**, **you** die or sustain personal injury

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe that it is more likely than not that **you** will succeed in a claim for those losses. For more information please see 'Reasonable prospects of success explained' under 'Conditions of cover' in this section.

If **you** disagree with the lawyer's view of **your** prospects of success, **you** have the right to appeal. Please see 'What can I do if

I do not agree with the lawyer's opinion?' at the end of this section for more information.

In the event the lawyer takes on **your** case but **your** claim is not successful **we** will pay legal costs and fees **you** are held responsible for (up to the maximum amount).

Your schedule shows the maximum amount **we** will pay for any one claim under this cover.

This is shown as 'Legal protection to claim costs or compensation after a motor accident or incident'.

If **you** need to report an incident or talk to **us** about a claim call **us** on **our** helpline number. **You** can download this from your Zero account and save it to **your** phone book.

2. Legal protection to defend motoring offences

This section provides legal protection to pay lawyers' costs to help defend **your** legal rights if **you** are accused of or have committed an offence under the road traffic laws (e.g. speeding) while using **your car** (including if a conviction would result in **you** being disqualified or suspended from driving).

Cover in this section is subject to cover not already being provided under 'Section 2 – Your liability' in this policy.

Your schedule shows the maximum amount **we** will pay for any one claim under this cover. This is shown as 'Legal protection to defend motoring offences'.

If **you** need to report an incident or talk to **us** about a claim call **us** on **our** helpline number. **You** can download this from your Zero account and save it to **your** phone book.

Motor legal advice helpline explained

You have access to a 24 hour legal advice helpline based in the UK – providing confidential legal advice on any legal matter relating to the use of **your car** (e.g. private car sale).

There are no consultation fees and lines are open 24 hours a day, 365 days a year, all **you** pay for is the phone call.

You can download the phone number from your Zero account and save it to **your** phone book.

Please ensure **you** have **your** policy number to hand when **you** contact **us**.

What is not covered

We will not pay any costs and expenses:

1. which **we** have not agreed to or authorised;
2. incurred prior to **our** acceptance of a claim;
3. resulting from any legal action **you** take without **our** prior approval;
4. for any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
5. resulting from any claim deliberately or intentionally caused by **you**;
6. resulting from a defence of motoring offences resulting from prosecutions for:
 - dishonesty or violent conduct;
 - drink or drug related offences; or
 - parking offences;

This applies only to '2. Legal protection to defend motoring offences.'

7. relating to an application for judicial review;

8. for a claim relating to any non-contracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section;
9. for a dispute with **us** in respect of the policy terms and conditions unless this is covered by the 'What can I do if I do not agree with the lawyer's opinion?' section in this policy;
10. for losses already paid by **us** under any other section of this policy.

Conditions of cover

The following conditions apply to this section:

- the incident occurs during the **period of insurance**;
- the incident occurs within the **territorial limits**;
- any legal proceedings that **we** have agreed to are dealt with by a court or similar body that **we** have agreed to within the **territorial limits**;
- in respect of any appeal or defence of an appeal, it has been reported to **us** at least 14 days prior to the deadline for any appeal; and

reasonable prospects of success exist for the duration of the claim. This condition only applies to claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section. Please see the box '**Reasonable prospects of success explained**' for more information

Reasonable prospects of success explained

Before **we** begin to pursue financial losses or pay any legal costs and expenses **we** will ask the appointed lawyer to discuss **your** claim with **you** and assess the prospects of success.

In respect of all claims under the ‘Legal protection to claim costs or compensation after a motor accident or incident’ section **we** need to establish that it is more likely than not that **you** will:

- make a recovery of damages either in full or in part against the person(s) **you** believe **were** to blame;
- recover more than any offer of settlement from the person(s) **you** believe **were** to blame;
- make a successful defence of any claims made against **you**;
- make a successful appeal or defence of an appeal;
- obtain a legal remedy which **we** have agreed to pursue or defend.

If at any time it is established that **your** claim no longer has a reasonable prospect of success, **we** will confirm this in writing to **you**. **We** will pay for all costs and expenses **we** have agreed or authorised prior to the change in prospects of success. **You** have the right to continue the legal proceedings but this will be at **your** own expense and **we** will not pay any legal costs and fees **you** may be held responsible for after the confirmation in writing.

Your Claim

How to claim

- Before **you** get in touch, please make sure **you** have **your** policy number, car registration and incident date ready to hand.
- Go to **your** online Zero account to register **your** claim:
 - for legal protection to claim costs or compensation after a motor accident or incident, or for legal protection to defend motoring offences, please call **us**. The number is available in your Zero account

Lines are open 24 hours a day, 365 days a year.

Legal representation

On receipt of a claim, **we** will appoint a lawyer to act for **you**.

If it is necessary to start court proceedings, **you** are free to nominate an alternative lawyer by sending the lawyer’s name and address to **us**.

If there is a conflict of interest or **we** do not agree to **your** choice of lawyer, **you** may choose another representative. If there is still a disagreement, **we** will ask the president of the relevant national law society to choose a suitably qualified person. In this circumstance both parties are obliged to accept this choice of representation.

The legal costs and expenses we will pay for

We will pay the following:

- reasonable legal costs and expenses incurred in respect of **your** claim; and/or
- legal costs and expenses, which **we** have agreed to or authorised, which **you** have been held responsible for or ordered to pay by a court or similar body.

In determining whether or not costs are reasonable, **we** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question

reasonable. Specific factors **we** will take into account in making this determination are:

- the amount of any financial losses being claimed;
- the value and complexity of the case;
- the geographical location of the person and the other party to the action;
- the conduct and actions of the other party;
- the normal level of legal costs and expenses a similar specialist lawyer appointed by **us** would charge.

Conditions relating to your claim

It is important that **you** tell **us** about an incident as soon as possible after it happens. If **you** fail to do this it may result in **your** prospects of success being reduced.

- **You** must allow **us** direct access to the appointed lawyer who will provide **us** with any information or opinion on **your** claim.
- **You** must provide **us** with any information or instructions that **we** may reasonably ask for in relation to **your** claim. If **we** do not receive all the information or instructions **we** need **we** may delay or suspend **your** claim.
- **You** must notify **us** immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
- If **you** do not accept a payment into court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, **we** may refuse to pay further legal costs and expenses.
- No agreement to settle on the basis of both parties paying their own costs is to be made without **our** prior approval.
- **You** must support **us** in the recovery (from the person(s) who **you** believe **were** responsible) of any legal costs and expenses that **we** have paid and pay those legal costs and expenses to **us**.

- In respect of the following, if **you**:
 - settle or withdraw a claim without **our** prior agreement;
 - do not give suitable instructions to the appointed lawyer; or
 - dismiss an appointed lawyer without **our** prior consent, (please see the ‘Legal Representation’ and ‘What can I do if I do not agree with the lawyer’s opinion?’ sections for more information about appointing representatives),

the cover **we** provide in respect of this claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.

What can I do if I do not agree with the lawyer’s opinion?

- **We** have confidence in the opinion of **our** appointed lawyer and rely on this when deciding if **we** should continue to pay the costs and expenses towards **your** claim.
- If **you** do not agree with the lawyer’s opinion and **you** find a different lawyer, at **your** own cost, who supports **your** view, then **we** will be happy to offer a review of the case. The opinion of **your** chosen lawyer must be based on the same information regarding the claim that **you** provided to **us**.
- The lawyer conducting the review will be chosen jointly by **you** and **us**. If **we** cannot agree on who this lawyer should be then **we** will ask a relevant law society to appoint one. The reviewing lawyer will assess the case and **we** will abide by their decision. **We** will pay for the cost of this review and should they decide in **your** favour **we** will also pay any cost that **you** incurred for **your** chosen lawyer’s second opinion.
- This review and any resulting decision will not affect **your** rights to make a complaint as detailed in the complaints procedure section.

Section 9. Replacement locks

If your ignition keys, including any key, device or code used to secure, gain access to, or to enable **your car** to be driven, are lost or stolen, **we** will pay the cost to replace the affected locks, transmitters, central locking interface and any affected parts of the alarm and/or immobiliser.

The most **we** will pay will be the amount shown on schedule. Your no claim discount will not be affected and no excess applies when claiming under this section.

If your schedule shows hire car cover was selected, the benefits in Section 1 'Hire car' will apply in the event of a claim under this section.

If **you** have chosen to purchase Keycare cover this will be shown separately on your policy schedule. More information about this cover can be found in 'Your Keycare policy booklet'

Section 9. Replacement locks – exclusions

We will not pay for device replacement where **your car** uses a mobile phone, smartphone, tablet or smartwatch as a digital key.

Section 10. Electric Vehicle out of charge recovery

Provided that you notify the incident via 0345 030 7780 and follow all advice given, your no claims discount will not be affected and no excess applies when claiming under this section.

What is covered?

Where your car is an **Electric Vehicle** up to 3.5 tonnes gross vehicle weight and your car high voltage battery has run out of charge in Great Britain, Northern Ireland, Jersey, Guernsey or the Isle of Man during the period

of insurance, we will arrange for the RAC to either:

- charge your **Electric Vehicle** battery with enough power to get to a working charging point.

Or

- transport your car, including the driver and up to seven passengers, to the nearest working charging point or premises owned by the principal policyholder, whichever is closer.

Exclusions to Section 10

We will not pay for:

- any incident where your car is within a quarter of a mile of your home address or place where your car is usually kept.
- while your car is already at a garage or other place of repair.
- the cost of any transportation, accommodation or care of any animal.
- charging costs at the working charging point your car is taken to.
- any loss of value to your car.
- damage to your car as a result of the battery running out of charge.
- any consequential costs incurred during the recovery process.

Section 11. Electric Vehicle charging point cover

The following definition only applies to this section of the policy.

Your property

The principal policyholder's main house, flat, any attached outbuilding (for example, a private garage or lean-to shed) and the land within the boundary of your property.

These must all be at the address shown on your schedule.

We will not cover:

- any commercial property
- any let property
- any communal spaces

What is covered?

Electric Vehicle charging points used to charge your car at your property are covered for electrical emergency and breakdown of the

domestic electrical wiring between the fuse box and the charging point, which cause loss of use of the charge point.

Examples of claims covered

- Failure of the electrical wiring leading to the charging point unit as a result of a DIY accident.
- Breakdown of fuse box causing loss of use of the charging point.
- Lost power to the circuit which the **Electric Vehicle** charging point is connected to.
- Permanent damage to the domestic electrical wiring leading to the charging point caused by a power cut or power surge.
- Electrical failure of an **Electric Vehicle** charging point.

Claims process and limit

To make a claim under this section, please call 0345 030 7616.

Work will be carried out by an approved engineer, authorised by Homeserve.

- The most we will pay is £2,000 per claim
- No limit to the number of claims

Electric Vehicle charging point is beyond economical repair

If the parts required to repair an **Electric Vehicle** charging point are not available or

if the parts required exceed 85% of the cost of a new charging point, a replacement of similar functionality will be installed. Please note, no cash alternative will be offered.

Your no claims discount will not be affected and no excess applies when claiming under this section.

Exclusions to Section 11

We won't pay for:

- a power cut to your property that has not caused permanent damage.
- the resetting of circuit breakers, which can be reset by you.
- any wiring/electrics outside of your property which are buried below ground level.
- updating your property's wiring (except where necessary as part of a repair).
- repairing or replacing wiring encased in rubber or lead.
- any part of the electrical wiring where completing a repair would result in a breach of the current electrical wiring regulations and electrical safety standards.

- **Electric Vehicle** charging points which are covered by an existing warranty or where the failure is not a result in the device itself (for example a software or internet issue).
- any wiring that does not directly lead to the charging point.
- any **Electric Vehicle** charging point and wiring that was not installed by a qualified electrician (we may ask you to produce evidence of installation).
- any loss or damage which is covered by any other insurance policy.
- charging points over 32amps.

General exclusions

General exclusions apply to the whole of your policy.

We will not provide cover in respect of:

- any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - used otherwise than for the purposes described under the ‘Limitations as to use’ section of your **certificate of motor insurance**; or
 - driven by, or is in the charge of any person for the purposes of being driven who:
 - is not described under the section of your **certificate of motor insurance** headed ‘Permitted drivers’; 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,

- if the injury, loss or damage was caused as a result of the **theft of your car**.
- by reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
- if **your car** is being used by **you** or any **person insured** in connection with unpaid voluntary work.
- any liability **you** have agreed to take on except to the extent **you** would have had that liability if that agreement did not exist.
- loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
- any legal liability that is directly or indirectly caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 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:
 - war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - any action taken in controlling, preventing, suppressing or in any way relating to (a) above except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.
- any accident, injury, loss or damage if **your car** is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- any loss or damage arising from a deliberate act by **you** or any person driving or using **your car**.
- Any accident, injury loss or damage arising from the use of **your car** while taking part in any competitions, trial, performance test, race or trial of speed, including off road events and **track days**, whether between

motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.

- any accident, injury, loss or damage which happened whilst **you** or any **person insured** to drive **your car** as named on your **certificate of motor insurance** was driving **your car** and was arrested and charged with:
 - being over the legal limit for alcohol or drugs.
 - driving whilst unfit through alcohol or drugs, whether prescribed or otherwise.
 - failing to provide a sample of breath, blood or urine when required to do so, without lawful reason.

If convicted of any of these offences, our liability under Section 2, will be restricted to meeting obligations under the **Road Traffic Acts**. In those circumstances **we** will recover from **you** and/or the **person insured** driving **your car** all sums paid in respect of any claim arising from the accident.

- any accident, injury, loss or damage while carrying passengers in an unsafe, unsecure or illegal manner, including but not limited to, carrying them in the boot or luggage compartment of **your car**.

- any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any **cyber act** except to the extent that **we** must provide cover under the **Road Traffic Acts**.
- any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** except to the extent that **we** must provide cover under the **Road Traffic Acts**.

General Conditions

General conditions apply to the whole of your policy.

Important Notice – Information we need to know about

The **person insured** 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 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.

Claims procedure

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 on your behalf.

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

Anyone claiming under this policy or anyone acting on their 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.

Anyone 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 information, documents and assistance **we** require to enable any claim to be validated for us to achieve a settlement. You must notify the police as soon as reasonably possible if **your car** is lost, stolen or broken into.

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"> • Details of third parties and witnesses • Statement of events • Photograph, video or sketch of the accident scene • Correspondence received from another party (including court papers) 	<ul style="list-style-type: none"> • Driving licence • Proof of identity and address • Vehicle documentation such as V5, MOT and proof of purchase • Receipts and invoices • Finance documents 	<ul style="list-style-type: none"> • Attendance at court • Meetings with solicitors or us

Cancellation rights

Your rights

You can cancel this policy and/or remove optional covers at any time via your Zero account.

Your cancellation rights in the 14 day statutory cooling off period are shown in the Section headed 'Your cancellation rights' at the beginning of this booklet.

The table headed 'Administration and cancellation fees and charges' at the front of this booklet gives details of when a cancellation fee will be charged.

Our rights

We may cancel this policy or optional covers, where there is a valid reason for doing so, for example, including but not limited to:

- **you** have not paid your premium (including non-payment of instalments under an Aviva monthly credit facility). If premiums or instalment payment(s) are not paid when due, **we** will write to **you** requesting payment by a specific date. **We** will give **you** at least 14 days' notice in writing if **we** intend to cancel due to non-payment under a Aviva monthly credit facility. If **we** receive payment by the date set out in the letter, **we** will take no further action. If **we** do not receive payment by this date, **we** will cancel the policy and/or any cover options from the cancellation date shown in the letter;
- **we** reasonably suspect fraud;
- **you** or any **person insured** has failed to co-operate with **us** and this affects **our** ability to process a claim or defend **our** interests;
- or **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **we** cancel **we** will always give at least seven days' notice, by post or email, to the last address **you** have given **us** and

explain why. The exception is where **we** have evidence that **you** have acted fraudulently or deliberately given **us** incorrect or incomplete information when **we** may cancel your policy without notice and backdate the cancellation to the date when this has happened, which could be when **you** first bought your policy.

Important note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a **policyholder** to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Important Note:

It is the **policyholder's** responsibility to notify all **persons insured** that this policy has been cancelled.

Will I get a premium refund?

The below applies if **we** cancel your policy:

- If your policy or any optional covers are cancelled before the covers starts, **we** will refund the premium **you** have paid for the cancelled cover; or
- if the cancellation is after cover has started your refund will be based on how many days are left in the **period of insurance** which **you** have paid for. **We** will also charge a cancellation fee of £56.00 inclusive of Insurance Premium Tax at the appropriate rate. (See 'Administration and cancellation fees and charges' table at the front of this booklet).

The refund set out above will not apply if **we** cancel your policy because of fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Other insurance

If at the time of an incident that leads to a claim on this policy there is any other insurance covering the same loss, damage, expense or liability, **we** are entitled to approach that insurer for a contribution towards the claim and will only pay **our** share. This condition does not apply to any benefits under Section 7 – Personal Accident cover. This provision will not place any obligation on **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/damage

You and all **persons insured** must take reasonable care to safeguard **your car** to prevent accidents, **theft**, loss or damage.

You shall maintain **your car** in a roadworthy condition and install any safety critical **software** updates made available by the vehicle manufacturer.

You must not modify, install or permit the installation of **software** except those provided by and/or approved by the vehicle manufacturer.

Your duty to comply with policy conditions

Our provision of insurance is conditional upon all persons who seek benefits under the policy observing and fulfilling the terms, provisions, conditions and clauses (changes in the terms of your policy) of this policy.

Fraud

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. **We** may also take legal action against you to include recovery of any sums paid to you in respect of the fraudulent claim. If the fraudulent claim is made by the **policyholder**, **we** may cancel the policy immediately, and backdate the cancellation to the date of the fraudulent claim. If the fraudulent claim is made by any **person insured**, **we** may cancel the policy or remove all cover for that person from the date of the fraudulent claim.

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.

Direct right of access

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. This may affect your no claim discount.

Monthly payment plan

If **you** are paying the premium using 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.

Complaints procedure

What to do if you are unhappy

If you have a complaint about:

- a claim, you can email us at claimsenquiries@mail.online.aviva.co.uk or go to Zero.Aviva.co.uk/account whichever suits you and ask your contact to review the problem.
- If your complaint is regarding anything else, you can email us at TeamZero@mail.online.aviva.co.uk and ask your contact to review the problem.

What will happen if you complain

- Your complaint will be acknowledged promptly
- A dedicated complaint expert will be assigned to review your complaint
- A thorough and impartial investigation will be carried out
- **You** will be kept updated of the progress
- Everything will be done to resolve things as quickly as possible
- A written response will be sent to you within eight weeks of receiving your complaint, this will inform **you** of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, **you** may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision **you** are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at www.financial-ombudsman.org.uk, where **you** will find further information.

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