

Dayinsure: short term car insurance from Aviva (including EU cover)

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Dayinsure: short term car insurance from Aviva

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 our motor claims service which is available 24/7, 365 days a year.

If you need to claim

Should **you** need to make a claim under this policy, please contact **us** using the appropriate telephone number shown below:

From within the UK:

08000 156 166

From outside the UK

(0044) 161 866 4114

An incident manager will record details of the incident **you** describe and will be able to confirm whether your policy covers **you** for the incident.

You will receive confirmation of your reported claim, all the administration at first notification is completed by **us**.

In all cases please quote your policy number.

Customers with disabilities

This policy is also available in large print, audio and Braille. If **you** require any of these formats, please contact Dayinsure

Contents

| | Page |
|---|------|
| Your Aviva Policy Definitions..... | 5 |
| Loss of or damage to the car..... | 6 |
| Your liability | 6 |
| Injury to you or your partner..... | 8 |
| Medical expenses..... | 8 |
| Personal belongings..... | 8 |
| Child seat cover | 9 |
| Emergency treatment | 9 |
| Vehicle recovery in the event of an illness | 9 |
| Continental use – compulsory insurance requirements | 9 |
| Replacement locks..... | 9 |
| General exclusions General conditions Complaints procedure..... | 10 |

Your Aviva Policy

Wherever words or phrases appear in **bold** in this policy document, they will have the meanings described in the Definitions section on page 2.

This policy wording 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.

Cancellation Rights

You are entitled to cancel your policy at any time. Provided there have been no claims or incidents likely to give rise to a claim you will be entitled to a refund of unused premium. If you cancel the policy before cover has commenced you will be entitled to a full refund of premium. If you cancel the policy after cover has commenced you will be entitled to a pro rata return of premium. Cover for days or part days which have already commenced will not be refundable.

To cancel your policy, please contact **Us** by emailing support@dayinsure.com If **You** do not cancel your policy, it will remain in force and **You** will be required to pay the premium.

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, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of 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 the policy.

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

- Policy document.
- **Schedule**.
- Any **clauses** endorsed on this policy, as set out on your **schedule**.
- **Certificate of motor insurance**.
- The information under the heading 'Important Information' which **we** provide to **you** when **you** take out your policy.

In return for paying your premium, **we** will provide the cover shown on your **schedule** under the terms and conditions of this policy wording 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

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 or make changes to your policy.

Please tell your insurance adviser immediately to let **us** know if there are any changes to the information set out in the application form/Statement of Fact, **certificate of motor insurance** or on your **schedule**. **You** must also tell your insurance adviser immediately to let **us** 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 your insurance adviser.

When **we** are notified of a change, **we** will tell your insurance adviser 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 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
- The extent of the cover may be affected.

Definitions

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

Accessories

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

Approved repairer

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

Certificate of motor insurance

The current document that proves **you** have the motor insurance required by the **Road Traffic Acts** to use **the car** on a road or other public place. It shows who can drive **the car** and what it can be used for. 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 **the 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 **the car** with one of the same make, model, specification and condition.

Personal belongings

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

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 or 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 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.

The insurer/we/us

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

The period of insurance

The period of time covered by this policy, as shown on your **schedule**, or until cancelled.

Theft

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

You

The **policyholder** named on your **schedule**.

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

Section 1

Loss of or damage to the car

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

- pay for **the car** to be repaired;
- replace **the car**; or
- pay the legal owner of **the car** 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 **the car** while these are on **the car** or while in your private garage.

The most **we** will pay will be **market value of the car** at the time of the loss or £75,000 whichever is the lesser amount. If **we** know that **the 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 **the 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 **the car** cannot be made roadworthy immediately it will be taken to our nearest **approved repairer**.
- **The 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 **the car**.
- Transport home or completion of journey for the driver and passengers.
- The onward transmission of any messages on your behalf.
- Delivery of **the 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 the demands made are excessive, unreasonable or impractical.

New car replacement

We will replace **the car** with a new car of the same make, model and specification (if one is available in the **territorial limits**) if, within twelve months of **you** or the legal owner buying **the car** from new:

- any repair cost or damage in respect of any one claim covered by the policy is more than 60% of **the car's** list price in the **territorial limits** (including car tax and VAT) when **the car** was purchased, or

- **the car** is stolen and not recovered.

We will only replace **the car** if **you** or the legal owner:

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

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

Important Note:

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

Excesses

If **the car** is lost, stolen or damaged, **you** are responsible for paying the **excess** shown on your **schedule** no matter how the loss or damage happened.

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 the car** have been left in or on **the car**
 - b. **the 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.

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. **the car** including loading and unloading
 - b. any trailer while it is being towed by **the car**.

The amount payable under (2) above for damage to property is limited to £1,000,000 while **the 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.

Liability of other persons driving or using the car

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

- Any person **you** give permission to drive **the car** provided that your **certificate of motor insurance** allows that person to drive **the car**.
- Any person **you** give permission to use (but not drive) **the car**, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **the 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.

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

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

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 the **territorial limits** 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.

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**.
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 **the 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. 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.
7. 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 **the car**.
8. 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** are obliged by the **Road Traffic Acts** to provide insurance:
- a. Terrorism

Terrorism is defined as any act or acts including, but not limited to:

- the use or threat of force and/or violence and/or
- 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 8(a) and 8(b), where **we** are obliged by the **Road Traffic Acts** to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a

vehicle or vehicles driven or used by **you** or any other person, for which cover is provided under this section, will be:

- £5,000,000 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**.

Section 3

Injury to you or your partner

If **you** or **your partner** suffer accidental bodily injury in direct connection with **the 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 **the car** is injured as a direct result of **the 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 **the 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 the 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 **the car** and **the 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 the car.

Section 7

Emergency treatment

We will reimburse any person using **the 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 **the 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 **the car** to your home or single address anywhere in the **territorial limits**.

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

Exclusions to Section 8

We will not pay for:

1. any incident which occurs outside the **territorial limits**.
2. any incident where **the car** is within a quarter of a mile of your home address or place where **the car** is usually kept.
3. any incident where **the 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

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.

Countries include:

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, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

In addition to this minimum cover, the policy provides the cover shown on your **schedule** in any country listed above, subject to:

- **the car** normally being kept in the **territorial limits**.
- use of **the car** for visits to countries outside of the **territorial limits** being of a temporary nature, not exceeding three months in any one trip.

Cover includes:

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

If you take the car abroad

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 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 of the countries listed. 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 10

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 **the 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 the car**.

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 **the 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 **the 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 the 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 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 **the car** is registered outside the **territorial limits**.

General conditions

General conditions apply to the whole of your policy

1. Important Notice – Information 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. 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.

2. Interpretation

The term 'this policy' includes this policy and the **schedule**. Any word or expression defined in this policy has that meaning wherever it appears.

3. Your duty to prevent loss or damage

You must

- a. take all reasonable steps to prevent loss or damage to **the car**.
- b. maintain **the car** in good condition.

You will allow **us** to have free access to examine **the car** at all times

4. 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"> • Details of third parties and witnesses • Statement of events relating to your claim • Sketch or photograph 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 |

3. **You** must notify the police as soon as reasonably possible if **the car** is lost, stolen or broken into.

Cancelling this policy

4. To exercise your right to cancel this policy, please contact **Us** by emailing support@dayinsure.com

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 – Injury to you or your partner, 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 comply with policy conditions

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

Fraud

7. If any claim is any way fraudulent or if **you** or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, **you** will lose your benefits under this policy.

Payments made under compulsory insurance regulations and rights of recovery

8. 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

9. 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.

Car sharing and insurance

10. 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:

- **the 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

If **the 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

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

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

- **we** may refuse to pay any claim, or
- **we** may not pay any claim in full, or
- the extent of the cover may be affected.

Complaints procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all 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 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

Dayinsure.com Limited,
Mara House, Tarporley Business Centre, Nantwich Road, Tarporley, Cheshire CW6 9UY.

Emailing: complaints@dayinsure.com

Telephone Call Recording

For our joint protection telephone calls maybe recorded and/or monitored

Telephone Call Charges

Calls to 0800 numbers are free from landlines and mobiles. Calls to 01 and 03 numbers cost the same as a standard landline call, even when dialling from mobiles.

If **you** are unhappy with the outcome of your complaint **you** may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service Exchange Tower
London E14 9SR

Telephone: 0800 023 4567
0300 123 9123

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.



AVIVA

Aviva Insurance Limited

Registered in Scotland Number 2116. Registered Office: Pitheavlis, Perth, PH2 0NHAuthorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Dayinsure.com Limited Mara House Tarporley Business Centre Nantwich Road Tarporley Cheshire CW6 9UY

dayinsure