

## Your car is protected with RAC Day Insurance (including European cover)

Thank you for choosing us to fulfil your short period car insurance requirements. You can be sure that we'll be there if you need us.  
We pride ourselves on our claims service.

### How to get help

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

RAC Day Insurance Office: 0800 678 999  
Operating hours: 24 hours, 7 days a week  
European Helpline: (0044) 161 866 4114  
Operating hours: 24 hours, 7 days a week.

### General Enquiries

If you have a general enquiry about the RAC Day Insurance product or your policy/cover, please contact Customer Services on the number below:

Customer Services: 0871 811 7100  
Operating hours: Monday-Friday 9am – 5:30pm

*(For our joint protection telephone calls may be recorded and/or monitored)*

In all cases, please quote your insurance reference number.

The RAC Day Insurance claims helpline will help you if you:

- are involved in an accident (it is important that you report any accident immediately, even if you are not making a claim under your insurance);
- want to make a claim.

### If you are making a claim,

The RAC Day Insurance claims helpline will record details of the incident and will ensure we start sorting out your problem immediately. There are no forms to fill in.

### Our promise

- To give you immediate short period cover at a competitive price.
- To deal with your claim or enquiry speedily and efficiently.
- To send you simple, easy-to-understand information.

### Cancellation Rights

There are no statutory cancellation rights under this policy, as all cover will have ended within a period of less than one month from the date of commencement. Please refer to General Condition 9 of this booklet for your contractual cancellation rights.

## Guide to your RAC Day Insurance Motor Policy

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This insurance booklet forms part of your legal contract with us and explains exactly what you are covered for. Your schedule shows the level of cover you have. If you decide that you do not want to accept this insurance, you must return the certificate of motor insurance immediately.

Because of the short period nature of this contract, there will be no refund of premium.

### The contract of insurance

This insurance booklet, the information you have provided, and the schedule, form the contract of insurance between you, the policyholder, and us, RAC Day Insurance.

In return for your premium, we will provide the cover shown in the schedule for accident, injury, loss or damage that happens within the territorial limits during the period of insurance.



**David McMillan**  
Chief Executive, UK General Insurance

### Choice of law

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

- you and the insurer 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.

## Definitions

Wherever the following words or phrases appear, they will have the meanings described below.

### **You**

The policyholder named in the schedule.

### **We, us**

RAC Day Insurance.

### **Your car**

The vehicle described in the Schedule.

### **Schedule**

The document which gives details of the cover you have.

### **Certificate of motor insurance**

The document that proves you have the motor insurance you need by law.

The certificate shows who can drive your car and what it can be used for.

The certificate does not show the cover you have.

### **The period of insurance**

The period of time covered by this insurance, as shown in the schedule.

### **Market value**

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

### **Excess**

The amount you will have to pay towards any claim.

### **Territorial limits**

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

### **Accessories**

Parts of your car which are not directly related to how it works as a vehicle. This includes in-car entertainment, such as radios, and communication equipment which form part of your car, as well as portable phones while they are connected to a power source in your car.

## Policy Cover Section 1

### **Loss of or damage to your car**

If your car is lost, stolen or damaged, we may:

- pay for your car to be repaired;
- replace your car; or
- pay you a cash amount equal to the loss or damage.

When we settle claims, we may take off an amount for wear, tear and loss of value. The same cover also applies to accessories and spare parts while they are in or on your car. We will also pay for loss of, or damage to, your car's audio equipment or satellite navigation system (up to £500, unless it was fitted by the manufacturer). The equipment will also be covered while it is away from your car if it:

- has been designed to be totally or partially removed;
- cannot work without being attached to your car; and
- has been temporarily removed for security reasons.

The most we will pay will be the market value of your car at the time of the loss or £50,000, whichever is the lesser amount.

Any payment under this insurance in respect of loss or damage to the car will be made to the legal owner.

If you cannot drive your car as a result of damage insured under this insurance, we will pay the reasonable costs of protecting your car and removing it to the nearest RAC Day Insurance approved repairers, and delivering your car back to your address in the British Isles after the repairs have been carried out. If we know that you are paying for your car under a hire purchase or leasing agreement, we will pay any claim to the owner described in that agreement. Our liability under this insurance will then end.

### **New car replacement**

We will replace your car with a new car of the same make and specification (if one is available in the UK) if you bought your car from new and within 12 months of first registration:

- the cost of repairing any damage covered by the policy is more than 60% of your car's UK list price (including car tax and VAT); or
- your car is stolen and not recovered.

Where you are buying your car under a hire-purchase agreement we will only replace it if the hire-purchase company agrees.

We will not replace your car if it is subject to a leasing agreement, contract-hire agreement, or any other type of agreement.

### **Excesses**

If your 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, this includes windscreens.

### **Your insurance does not cover the following**

- (a) Loss or damage arising from theft while the ignition keys of your car have been left in or on your car.
- (b) Loss of use, reduction in value, wear and tear, or mechanical, electrical or computer breakdowns, failures or breakages.
- (c) Damage to tyres by braking or by punctures, cuts or bursts.
- (d) Loss or damage directly caused by pressure waves caused by aircraft or other flying devices travelling at, or above, the speed of sound.
- (e) Loss of value following repair.
- (f) Confiscation or requisition or destruction by or under order of any government or public or local authority.

## Section 2

### **Liability to third parties**

#### **Your liability**

We will insure you for all amounts which you may have to pay as a result of you being legally liable for

- (a) a person's death or injury
- (b) damage to their property up to a maximum amount of £5,000,000 for any one claim or number of claims arising out of one cause as a result of an accident caused by:
  - your car;
  - any trailer being towed by your car.

We will also pay any expenses you have our permission in writing to claim.

### **Legal personal representatives**

If anyone who is insured under this section dies, we will protect his or her legal personal representatives against any liability that the person had, which is covered under this section.

### Legal costs

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

The fees of solicitors we ask to represent anyone we insure under this section at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a court of summary jurisdiction.

The fees for legal representatives we ask to defend anyone we insure under this section when proceedings are taken for manslaughter, dangerous driving or careless driving.

### Liability of other people driving or using a car for which cover is provided under this section

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

- the person driving your car with your permission, as long as your certificate of motor insurance entitles that person to drive;
- any person using (but not driving) your car with your permission for social, domestic and pleasure purposes;
- any passenger travelling in or getting into or out of your car.

### The cover under this section will not apply in the following circumstances:

- (a) If any person insured under this section does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy.
- (b) If the death of, or injury to, any employee of the insured person arises out of, or in the course of, that employee's duties, unless we must provide cover under the Road Traffic Acts.
- (c) For anyone we insure who claims under this section, if the claim relates to loss or damage to property that belongs to them or is in their care.
- (d) If the damage being claimed for has happened to any car covered by this section.
- (e) While any vehicle is being used on:
  - part of an aerodrome or airport used for aircraft taking off and landing;
  - aircraft parking areas including service roads;
  - ground equipment parking areas; or
  - any parts of passenger terminals within the Customs examination area; unless we are liable under the Road Traffic Acts.
- (f) 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:
  - (i) 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 meanscaused 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
  - (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

In respect of (f) (i) and (ii), 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.
- (g) All loss, damage, death or bodily injury caused directly or indirectly by pollution or contamination, unless it is caused by a sudden, identifiable, unintended and unexpected incident which happens in total at a specific time and place during the period of insurance, unless liability cover is a requirement of the Road Traffic Acts. For the purposes of this exception, pollution or contamination means all pollution or contamination of buildings or other structures, or of water, land or the atmosphere.

## Section 3

### Emergency treatment

We will refund payments any person using your car has made under the Road Traffic Acts for emergency treatment.

## Section 4

### European Cover

This insurance will provide cover for your car in any country which:

- (a) is a member of the European Union; and
- (b) has, according to the European Commission, made arrangements to meet Article 7(2) of EC Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/EEC).

If you take your car abroad all countries in the European Union have agreed that your certificate of motor insurance should provide enough evidence that you are keeping to the laws on the compulsory insurance of motor vehicles in any of the countries you visit.

### General Average and Other Charges

We will indemnify you in respect of liability incurred for the enforced payment of

- (a) Customs duty on your car after its temporary importation into any country to which this Section applies.
- (b) General average contributions, salvage and sue and labour charges arising during the transportation of your car by sea between ports in any country to which this Section applies

As a direct result of damage which results in a payment under Section 1 of this insurance.

## Section 5

### Rights to recover payments made under compulsory insurance regulations

If, under the law of any country this insurance covers you in, we must settle a claim which we would not otherwise pay, we may recover any claim payment from you or from the person who the claim was made against.

## General exceptions

### Your insurance does not cover the following:

- 1 Any accident, injury, loss or damage that happens in the following circumstances.

While your car is being used for a purpose which is not stated under the 'Description of Use' section of your certificate of motor insurance.

While your car is being driven by any person who is not described in your certificate of motor insurance as being entitled to drive. However, we do provide cover for loss, damage or injury:

- while your car is with a member of the motor trade for servicing or repair;
- if the injury, loss or damage was caused as a result of your car being stolen or taken without your permission;
- if the person driving does not have a valid driving licence and you did not know this.

While any vehicle insured under this policy is being driven by:

- you if you do not have a licence to drive your car, unless you have had a licence to drive your car and are not disqualified from having or getting a licence;
- anyone else, with your permission, who you know does not have a licence to drive your car, unless they have had a licence to drive your car and are not disqualified from having or getting a licence.

- 2 Any liability you have accepted under an agreement unless you would have had that liability if the agreement did not exist.
- 3 Loss, damage or liability directly or indirectly caused by or arising from:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.
- 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.

## General conditions

### 1 Interpretation

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

### 2 Your duty to prevent loss or damage

You must

- (a) take all reasonable steps to prevent loss or damage to your car.
- (b) maintain your car in good condition.

We may inspect your car at any time.

### 3 Claims - your duty

To get the full benefit of this insurance, you (or your legal personal representative) must follow the steps below when making a claim.

- (a) Tell the police immediately if your car or any other property is lost or stolen.
- (b) Advise us immediately and give all the information and help we may reasonably ask for. We will not accept responsibility for the cost of goods or services which we have not authorised.
- (c) Take all reasonable steps to recover your lost or stolen car or any other property.
- (d) Tell us immediately if you receive any letter or other document about the incident. If you do not do so it could harm your claim.
- (e) Never discuss liability with anyone unless we agree first.
- (f) Tell us immediately if anyone insured under this policy is going to be prosecuted as a result of the incident or if there is going to be an inquest or fatal accident inquiry.
- (g) You must not leave your car or any other property with us for us to deal with.

### 4 Claims - our rights

- (a) We can:
  - take over and carry out (in your name or the name of the person claiming under this insurance) the defence or settlement of any claim.
  - try to recover, in your name and for our own benefit, damages and costs covered under this insurance.
- (b) We will have full control over any proceedings and in settling any claim.

### 5 Fraud

If any claim is fraudulent in any way or if you or anyone acting on your behalf has used any fraudulent means, all benefit under this insurance will be lost. This will also apply if you exaggerate a claim or if you send forged or false documents to us.

### 6 Other insurance

If any incident leading to a claim under this insurance is covered under any other insurance, we will not be liable under this insurance.

### 7 Arbitration

Where we have accepted a claim but you and we disagree over the amount to be paid, the dispute must be referred to an arbitrator who we and you will agree.

When this happens, the arbitrator must make a decision before you can take any legal action against us.

## 8 Your duty to keep to the policy conditions

We will only provide the cover described in this policy if you keep to all the terms and conditions of the policy.

## 9 Cancellation

You may cancel this insurance by returning your certificate of motor insurance to us. There will be no refund of premium.

## 10 Car sharing and insurance

If you receive any payment for giving people lifts in your car, this will not affect the cover provided by this policy if:

- your car is not made or adapted to carry more than eight passengers (not including the driver);
- you are not carrying the passengers in the course of a business of carrying passengers; and you are not making a profit from the payments you receive.

# 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 within 2 working days.
- We aim to resolve complaints, following assessment and investigation, 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 dissatisfied

If you are disappointed with any aspect of the handling of your insurance please refer your complaint including full details of the insurance reference number and/or claim number to our Chief Executive by writing to:

Aviva UK General Insurance  
8 Surrey Street, Norwich NR1 3NS

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

If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both our Chief Executive and the FOS will be provided at the same time as we acknowledge your complaint.

Note that the FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If,

however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

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

We always welcome feedback so we can improve our products and services.

For the purpose of the Data Protection Act 1998 the Data Controller for any information you supply is Aviva Insurance Limited.

## 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.

For cover required by the Road Traffic Acts you would be covered in full for any claim, for any other type of claim you would be covered for all of the first £2000 and 90% of the remainder, in each case without any upper limit.

Further information about the scheme is available on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN.



**RAC Day Insurance**  
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*Authorised and Regulated by the Financial Services Authority.*