



Aviva Insurance Limited
Registered in Scotland, No 2116
Registered Office: Pitheavlis, Perth, PH2 0NH
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the Financial Conduct Authority and the Prudential Regulation Authority

Professions Motor Group Policy

Contents

	Page(s)
Introduction	3
Operative Clause	4
Governing Law	3
Definitions	3
Covers Applicable	4
Section 1 Liability to Third Parties	5 - 7
Section 2 Loss of or Damage to Insured Vehicles	8 - 9
Section 3 Territorial Limits	10
Section 4 Motor Contingent Liability	10
Section 5 Loss or Theft of Keys	11
Section 6 Unauthorised Movement of Third Party Vehicles	11
Section 7 Medical Expenses	11
Section 8 Cross Liabilities (Joint Insureds)	11
Section 9 Unauthorised Use/Driving	12
Section 10 Unlicensed Drivers	12
Section 11 Indemnity To Principals	12
Section 12 Personal Effects (including Medical “Black Bags”)	12
Section 13 Trailers and Attachments	13
Section 14 Trailer Contingency Cover	13
Section 15 Occasional Business Use Cover	13
Section 16 Driver Personal Accident Benefits	13
Section 17 Vehicles in the Hands of Motor Trade for Service/Repair	14
Section 18 Emergency Accommodation Costs	14
Section 19 Uninsured Loss Recovery	14
Section 20 Motor Prosecution Defence	15
General Exceptions	16
Policy Conditions	17 - 20
Complaints Procedure	21



Introduction

Welcome to your Professions Motor Group Policy

Motor Fleet Policy

First things first – it's important that you keep this document in a safe place, and keep note of your policy number and the Aviva Commercial Helpline number 0800 051 9214 so we can help you as quickly as possible in the event of an emergency.

And if you have any questions about your Professions Motor Group Policy, or would like it to cover even more, just get in touch with your insurance broker.

Aviva Commercial Helpline – there to help 24/7, 365 days a year

If you need to make a claim, simply call the Aviva Commercial Helpline on 0800 051 9214.

Our national network of repairers provides repairs guaranteed for three years.

Making a claim

If one of your fleet drivers is involved in an accident or needs to make a claim, just one call to the Aviva Commercial Helpline will help get your business back on the road as quickly and as easily as possible. And you'll have a dedicated Personal Incident Manager to handle your claim from beginning to end, hassle-free and form-free. They'll keep you up to date on its progress too.

They'll first need to confirm that the incident is covered by your policy, and let you know of any excess you'll need to pay. And then our expert claims department will get to work getting your business back on track. If the vehicle can't be driven, your Personal Incident Manager will also help by:

- arranging for vehicle recovery to an approved repairer; and
- getting in touch with anyone who needs to know that you've been involved in an accident.

Operative Clause

In consideration of the payment of premium, the Company will indemnify the Policyholder and other Insured Persons in accordance with and subject to the terms and conditions of this policy whilst any Insured Vehicle is being used within the Territorial Limits during the Period of Insurance.

Governing Law

Unless otherwise agreed by both parties, this contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands as determined by the Policyholder's address shown in the schedule. If there is any dispute as to which law applies it shall be English law.

Definitions

Where referred to in this policy, its schedules(s), endorsements and Certificate(s) of Insurance, the following words shall have the meaning given below.

Accessories	Spare parts for the vehicle and audio or other equipment permanently fitted to the vehicle.
Company	The insurer or underwriter providing the cover.
Insured Person	Persons in addition to the Policyholder granted an indemnity as stipulated under this policy.
Insured Vehicle	Any vehicle falling within the Description of Vehicle contained within the Certificate(s) of Insurance bearing this policy number. N.B. Unless requested by The Policyholder and agreed by The Company, the policy does not provide cover for any vehicle registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
Policyholder	The person or body named in the policy schedule and the Certificates of Insurance bearing this policy number.
Trailer/Attachment	Any trailer or attachment which is properly constructed to be towed by a motor vehicle and which is the property of or otherwise in the custody or control of The Policyholder. This definition does not include a disabled mechanically propelled vehicle / a horsebox trailer or a caravan trailer
Terrorism	An act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.



Covers Applicable

Basis of Cover (as stated in the policy schedule(s) or any relevant endorsements)	Sections of Policy Applying
Comprehensive	All Sections
Third Party Fire and Theft	<p>All Sections other than Section 7 (Medical Expenses)</p> <p>but</p> <p>Section 2 (Loss of or Damage to Insured Vehicles) and Section 12 (Personal Effects / "Black Bag" Cover)</p> <p>shall only apply where loss of or damage is caused by</p> <p>a) fire lightning self ignition or explosion</p> <p>b) theft or attempted theft</p>
Third Party Only	<p>All Sections except</p> <p>Section 2 (Loss of or Damage to Insured Vehicles)</p> <p>Section 5 (Loss or Theft of Keys)</p> <p>Section 7 (Medical Expenses)</p> <p>Section 12 (Personal Effects / "Black Bag" Cover)</p>



Section 1 – Liability to Third Parties

Cover

The Company will indemnify the Policyholder and Insured Persons against legal liability arising out of the use of an Insured Vehicle in respect of compensation and claimant's costs and expenses arising from:

- Death or bodily injury
- Loss of or damage to property

The Company's liability in respect of any one claim or number of claims arising out of any one cause is limited to the amount shown in the policy schedule or such greater sum as is required by the compulsory insurance requirement of the country in which the incident occurs.

Insured Persons

In addition to the Policyholder as named in the policy schedule, the Company will also indemnify:

- Any person driving or using an Insured Vehicle with the permission of the Policyholder provided such driving or use is permitted under the terms of the Certificate of Insurance
- Any other person traveling in or entering or leaving an Insured Vehicle
- At the Policyholder's request, the owner of any vehicle hired, leased or loaned to the Policyholder
- At the Policyholder's request:
 - any employee who has provided maintenance to the insured vehicle
 - or
 - any other person who has undertaken maintenance to the insured vehicle but not when such work falls within the normal course of their employment
- The legal representatives of any deceased person incurring a liability under this section of the policy

Application of Limits of Indemnity

In the event of an accident involving indemnity to more than one insured person, the Company's total liability shall not exceed the amount shown in the policy schedule and priority shall be afforded to the Policyholder.

Legal Costs & Expenses

The Company will with its prior consent, such consent not being unreasonably withheld, pay in respect of the Policyholder or Insured Person:

- Solicitor's fees for representation at any coroner's inquest or fatal enquiry or defending in any court of summary jurisdiction
- The costs of defending any charge of manslaughter (including any charge brought under The Corporate Manslaughter and Corporate Homicide Act 2007) or causing death by careless, dangerous or reckless driving
- Any other costs or expenses

Provided such costs relate to charges brought in connection with an Insured Vehicle or any other vehicle used on the Policyholder's business or activities.

Towing of Disabled Vehicles

Indemnity will be provided under this Section whilst an Insured Vehicle is being used to tow a disabled mechanically propelled vehicle, provided such vehicle is not being towed for hire or reward.

The Company shall not be liable in respect of loss of or damage to the towed vehicle or to property conveyed by the towed vehicle.

Exceptions to Third Party Section

Other than where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Territorial Limits, the Company shall not be liable in the terms of this Section for:

1	<p>Loss of or Damage to:</p> <ul style="list-style-type: none"> a) Any Insured Vehicle b) Property belonging to or in the custody or control of an Insured Person including property conveyed by the Insured Vehicle
2	<p>Employers' Liability Risk</p> <p>For death of or bodily injury to any person arising out of or in the course of their employment</p>
3	<p>Tool of Trade Risk</p> <p>For death of or bodily injury to any person or damage to property arising whilst the Insured Vehicle is operating as a tool of trade other than where the vehicle is a:</p> <ul style="list-style-type: none"> a) goods carrying commercial vehicle b) forklift truck c) agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such vehicle
4	<p>Loading/Unloading</p> <p>For death of or bodily injury to any person or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of an Insured Vehicle by any person other than the driver or attendant of such vehicle</p>

5	<p>Pollution/Contamination</p> <p>For death of or bodily injury to any person or loss of or damage to property directly or indirectly caused by pollution and contamination unless directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination that arises out of one incident shall be deemed to have occurred at the time such incident took place</p>
6	<p>Airside Use</p> <p>For any legal liability arising out of the use of an Insured Vehicle whilst in or on that part of any aerodrome, airfield, airport or military installation provided for:</p> <p>a) the takeoff or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground</p> <p>b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars</p>

Terrorism Restriction

No cover is provided under this section of the policy for any consequence of Terrorism except so far as is necessary to meet the requirements of any road traffic legislation.

If the Company is required to indemnify the Policyholder in respect of legal liability incurred for damages and claimants costs and expenses in respect of Terrorism within the terms of any road traffic legislation for loss or damage to material property the liability of the Company shall not exceed

a) £5,000,000

or

a) such greater sum as may be required by any road traffic legislation in the country in which the insured event occurs

b)

in respect of any one claim or number of claims arising out of one cause in connection with the use of the Insured Vehicle.

Otherwise the remainder of the policy applies.



Section 2 – Loss of or Damage to Insured Vehicles

Cover

This Section provides indemnity for loss of or damage to the Insured Vehicle and its Accessories.

Basis of Indemnity

Unless otherwise stated, the basis of indemnity will be the market value of the Insured Vehicle and/or Accessories at the time of the loss or damage.

Payment to Vehicle Owner

If the Insured Vehicle is known to be the subject of a financial agreement or owned by someone other than the Policyholder, any payment for loss of or damage to the vehicle may, subject to agreement between the relevant parties, be made to the owner whose receipt shall be of full discharge of the Company's liability.

Recovery and Redelivery

In the event of a claim that is covered under this Section, the Company will pay the reasonable cost of removing the Insured Vehicle from the place where damage occurred to the premises of the nearest competent repairer and re-delivery to a location of the Policyholder's choice after repair.

Authorisation of Repairs

The Policyholder may authorise reasonable and necessary repairs without the prior consent of the Company, provided that notification is given to the Company without delay and a detailed estimate of the costs of repairs is submitted as soon as possible thereafter.

New Vehicle Replacement Clause

If a vehicle purchased, hired or leased from new by the Policyholder is within its first year of registration and is:

a) stolen or lost and not recovered

or

b) damaged to the extent that the cost of repairs will exceed 50% of the manufacturer's recommended retail price (including taxes) at the time of such loss

The Company will pay the cost of replacing the vehicle with a new one of the same make, model and specification, provided that:

1) The Policyholder requests it

- 2) Any other party with an interest in the vehicle consents
- 3) Such a replacement vehicle is available in the United Kingdom

Where a claim is settled under this clause, the Company shall be entitled to possession and ownership of the original vehicle.

Leased Vehicle Clause

If a vehicle leased by the Policyholder which is not in its first year of registration from new is lost or damaged beyond economic repair, the Company will pay the difference between the vehicle's market value at the time of the loss and the settlement figure required under the lease contract.

Incorrect Fuelling

If incorrect fuel is put into an Insured Vehicle, the Company will pay the costs of:

- a) Draining the incorrect fuel and cleansing the fuel tank
- b) Rectifying any subsequent damage inadvertently caused to the Insured Vehicle through it being driven or moved

The Company shall not however be liable for reimbursing the cost of the incorrect fuel or for damage caused by the driving of the vehicle by anyone having knowledge that the vehicle had been incorrectly fuelled.

Exceptions to Loss of or Damage Section

The Company shall not be liable in the terms of this Section to pay for:

1	The first amount for loss of or damage to the Insured Vehicle for which the Policyholder is responsible, as shown in the policy schedule
2	General depreciation, wear and tear
3	Loss of use of an Insured Vehicle
4	Mechanical, electrical, electronic or computer breakage, failure or breakdown
5	Damage to tyres caused by braking or by cuts, punctures or bursts
6	Any diminution in the value of the Insured Vehicle as a result of its being involved in an accident
7	Loss of an Insured Vehicle resulting from deception by a purported purchaser or his agent
8	Loss of or damage arising from theft or attempted theft of an unattended Insured Vehicle if at the time the ignition keys were left in or on the vehicle
9	Loss of or damage to an Insured Vehicle caused directly by pressure waves from aircraft or other aerial devices traveling at sonic or supersonic speeds

Section 3 – Territorial Limits

The full extent of cover provided by this policy, as shown in the policy schedule, applies whilst an Insured Vehicle is being used in:

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b) Any member country of the European Union
- c) Any other country which satisfies the insurance conditions of and is approved by the Commission of the European Union
- d) Any other country for which the Company has been requested and has agreed to provide cover by the issue of an International Motor Insurance Green Card.

and during transit (including the process of loading and unloading) between such countries.

Customs Duty

Provided that liability arises directly from loss of or damage covered by this policy, the Company will indemnify the Policyholder against liability for the enforced payment of customs duty.

Other Charges

The policy provides indemnity against General Average Contribution and Salvage and Sue and Labour charges incurred during the transportation of the Insured Vehicle by sea. Provided always that:

- a) Such Insured Vehicle is covered against damage or loss by this policy
- b) The contribution relates to the value of such Insured Vehicle

Section 4 – Motor Contingent Liability

The Company will indemnify the Policyholder (but no other person) under the terms of Section 1 (Third Party Liabilities) of this policy whilst any motor vehicle not belonging to or otherwise provided by the Policyholder is being used on the Policyholder's business or activities.

This indemnity extends to include vehicles hired in with driver.

The indemnity provided shall not however apply where there is in force any other insurance covering the same liability.

Section 5 - Loss or Theft of Keys

If the keys or lock transmitter for an Insured Vehicle are lost or stolen, the Company will pay for the cost of replacing

- a) The door locks and/or boot lock
- b) The ignition/steering lock
- c) The lock transmitter and central locking interface
- d) Recoding or, if necessary, replacing any alarm system used with the vehicle

The cover provided under this Section is not subject to any deductible.

No cover is provided under this Section if the keys were at the time left in or on an unattended vehicle.

Section 6 – Unauthorised Movement of Third Party Vehicles

If a vehicle not in the Policyholder's custody or control is obstructing or impeding the legitimate passage of an Insured Vehicle, the Company will indemnify the Policyholder or Insured Person against any legal liability arising out of the movement of the obstructing vehicle and for any loss or damage caused to that vehicle.

Section 7 – Medical Expenses

If any occupant of an Insured Vehicle suffers injury or loss of or damage to any medical or optical aid as a result of an incident directly involving that vehicle, the Company will pay up to the amount shown in the policy schedule for expenses incurred by each person in respect of such injury, loss or damage.

Section 8 – Cross Liabilities (Joint Insureds)

If the Policyholder comprises more than one party, which in the case of a partnership includes each individual partner, the Company will indemnify each party in the terms of this policy against liability incurred to the other as if such other was not included as a Policyholder.

However, nothing in this Section shall increase the Company's total liability beyond that shown in the policy schedule or otherwise detailed in the policy.

Section 9 – Unauthorised Use/Driving

The Policyholder will be granted indemnity to the full extent of cover provided by this policy in the event of any accident occurring whilst an Insured Vehicle is being:

- a) used for any purpose not permitted under the relevant Certificate of Insurance.
- b) driven by any person not complying with the terms and conditions of the relevant Certificate of Insurance.

provided such use or driving occurs without the knowledge or consent of the Policyholder.

Section 10 – Unlicensed Drivers

The requirement of the Certificate(s) of Insurance that the driver must hold a licence or have held and not be disqualified from holding or obtaining such a licence to drive the Insured Vehicle shall not apply in circumstances where a licence is not required by law.

Section 11 – Indemnity to Principals

The indemnity provided under Section 1 (Third Party Liabilities) of this policy shall extend to any Principal for whom the Policyholder is undertaking work involving use of an Insured Vehicle, but only in circumstances where the Policyholder would be entitled to the same indemnity.

It is a condition of this Section that the Policyholder shall arrange with the Principal for the conduct and control of all claims for which the Company may be liable by virtue of this Section to be vested in the Company.

Section 12 – Personal Effects (including Medical “Black Bags” and their contents)

The Company will, at the Policyholder’s request, provide indemnity up to a maximum of the amount shown in the policy schedule for any one claim for loss of or damage to personal effects whilst in or on the Insured Vehicle.

No cover will be provided under this Section for loss of or damage to:

- a) Money stamps tickets documents or securities
- b) Goods or samples carried in connection with any business or trade.

At the request of the Policyholder the Company will also provide cover in relation to loss or damage to medical bags and their contents whilst in the Insured Vehicle resulting from fire, theft or attempted theft or accidental damage up to a maximum of £ 500 in respect of any one incident, provided such loss or damage or loss is not recoverable from any other insurance policy.

The Company shall not be liable in respect of loss by theft of any property carried in:

- (a) an open top or soft top convertible car unless stolen from a locked boot; or
- (b) a hard top convertible car unless stolen from a locked boot or enclosed and secured with the vehicle manufacturer’s hard top.

Section 13 – Trailers and Attachments

The cover provided by this policy shall apply to any trailer or attachment owned by or hired or leased or borrowed by the Policyholder at all times whilst such trailer or attachment is in the Policyholder's custody or control, other than when attached to a vehicle not owned by or hired or leased or loaned to the Policyholder.

The Company shall not be liable to make any payment if any trailer or attachment is being towed by an Insured Vehicle otherwise than in accordance with the law,

Section 14 – Trailer Contingency Cover

The Company will indemnify the Policyholder (but no other person) in terms of Section 1 (Third Party Liabilities) of this policy when any trailer or attachment for which the Policyholder is responsible is attached to a vehicle not owned by or hired or leased or loaned to the Policyholder.

This indemnity will not apply where there is in force any other insurance covering the same liability.

Section 15 – Occasional Business Use

The full extent of cover provided under this policy will, at the Policyholder's request and provided the necessary Certificate of Insurance has been issued, apply when any motor car not belonging to or otherwise provided by the Policyholder is being used on the Policyholder's business or activities.

Policy Condition 4 (Other Insurance) shall not apply in respect of this Section.

Section 16 – Driver Personal Accident Benefits

If the driver suffers accidental injury whilst travelling in or getting into or out of an Insured Vehicle and such injury results in:

- a) Death
- b) Total and permanent loss of sight in one or both eyes
- c) Loss of one or more limbs

The Company will, at the request of the Policyholder, pay the amount shown in the policy schedule direct to the injured person or to their legal personal representative.

The Company shall not be liable under this Section to make payment for:

- 1) injury arising from suicide or attempted suicide



2) injury to any person who is under 17 or over 70 years of age

Section 17– Vehicles in Hands of Motor Trade for Service/Repair

Notwithstanding any restrictions imposed under this policy or the Certificate(s) of Insurance, the Company will indemnify the Policyholder when an Insured Vehicle is in the custody or control of a member of the motor trade for service or repair.

Section 18 – Emergency Accommodation Costs

In the event of an incident that may give rise to a claim under this policy that:

- a) deprives an Insured Person and/or other occupants of the Insured Vehicle the use of that vehicle
- or
- b) means that an Insured Person and/or other occupants of the Insured Vehicle are unable to reach their intended destination that same day

The Company will pay, up to a maximum of the amount shown in the policy schedule per person, necessary expenses incurred for emergency accommodation, including meals, over a maximum of two nights.

Section 19 – Uninsured Loss Recovery

The Company, or its appointed representative(s) will make all reasonable efforts to recover from negligent third parties any uninsured losses incurred by the Policyholder or Insured Person arising out of an incident involving an Insured Vehicle which occurs during the currency of the policy and which causes:

- a) death of or bodily injury to an Insured Person
- b) damage to the Insured Vehicle or personal property in or on the Insured Vehicle

This Section will provide cover for costs reasonably and properly incurred in pursuing such recoveries, including the costs of any necessary legal action

Provided that:

- 1) The Company's liability shall not exceed £100,000 in respect of any one claim or series of claims arising out of one event
- 2) The claim is conducted under the jurisdiction of a court within any country to which the policy applies
- 3) The death, bodily injury, loss or damage sustained is not insured under any other section of this policy
- 4) A reasonable prospect exists for the recovery of damages or other remedy
- 5) Where such costs are also covered under any other insurance policy, the Company will only contribute their proportionate share

The Company shall not be liable:

- 1) To pursue uninsured losses notified more than 180 after the date of the incident resulting in such losses, unless otherwise specifically agreed
- 2) For any amounts incurred without the prior knowledge and consent of the Company or its appointed representative(s)
- 3) For costs arising out of a dispute between the Company and the Policyholder (or insured Person)

Section 20 – Motor Prosecution Defence

The Company will, subject to its prior agreement, pay costs reasonably and properly incurred in defending the Policyholder or Insured Person, including making appeal against conviction or sentence, after any event that results in:

- a) Criminal proceedings brought relating to the ownership or use of an Insured Vehicle
- b) A hearing regarding withdrawal, restriction or suspension of a goods or public service vehicle licence or any other licence granted by the Ministry of Transport, other than where such hearing arises out of a commercial decision made by the Policyholder or Insured Person.

Provided that:

- 1) The Company's liability shall not exceed £100,000 in respect of any one event
- 2) The claim is conducted under the jurisdiction of a court within any country to which the policy applies
- 3) The driver or other Insured Person is driving or using the Insured Vehicle with the permission of the Policyholder

The Company shall not be liable for:

- 1) Any amounts incurred without the prior knowledge and consent of the Company or its appointed representative(s)
- 2) Any claim for which the claimant is or but for the existence of this insurance would be entitled to indemnity under any other policy or policies, except in respect of any excess beyond the amount that would have been payable under the other policy or policies had this insurance not been effected
- 3) Fines or penalties
- 4) Any deliberate or reckless act of an Insured Person
- 5) Any event attributable to or contributed to by the consumption or use of drink or drugs

General Exceptions

Other than where it may be necessary to meet any compulsory insurance requirement within the Territorial Limits, the Company shall not be liable under the terms of this policy for

1	<p>Any claim arising whilst an Insured Vehicle is with the knowledge and consent of the Policyholder being:</p> <p>a) used for any purpose not permitted by the relevant Certificate of Insurance</p> <p>b) driven by any person not authorised by the relevant Certificate of Insurance</p> <p>This exception shall not however apply to circumstances defined under Section 9 – Unauthorised Use/Driving</p>
2	<p>Any claim arising whilst an Insured Vehicle is being driven with the Policyholder's knowledge and consent by any person who does not hold a licence to drive the vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence.</p> <p>This exception shall not however apply to circumstances defined under Section 10 – Unlicensed Drivers</p>
3	<p>Any liability assumed by the Policyholder under a contract or agreement where that liability would not have attached in the absence of such contract or agreement</p>
4	<p>Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power</p>
5	<p>Any accident, death, bodily injury or damage to property (except under Section 1) arising during or in consequence of Riot or Civil Commotion occurring in Northern Ireland</p>
6	<p>Any legal liability, loss or damage or consequential loss resulting or arising from:</p> <p>i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof</p>

Policy Conditions

1	Declarations & Premium Adjustments:	<p>Before commencement of any period of insurance you will provide us with a schedule (in the form required by us) of all motor vehicles (and trailers if specific trailers are covered under this policy) covered under the definition of your vehicle in the 'Definition of Terms' in this policy. You will immediately provide us with details of motor vehicles (and trailers if specified trailers are covered under this policy) that you subsequently acquire or dispose of and in respect of these details you will pay us an additional premium or receive from us a refund calculated as agreed.</p>
2	Other Insurances:	<p>If any other insurance is in place covering the same damage, loss or liability the Company shall not be liable to contribute more than its own proportion of such claim.</p> <p>This Condition shall not apply in respect of Section 15 (Occasional Business Use)</p>
3	Reasonable Precautions	<p>The Policyholder shall endeavor to ensure that the Insured Vehicles are maintained in an efficient and roadworthy condition and take all reasonable steps to prevent the occurrence of loss, damage or liability.</p>
4	Claims:	<p>The Policyholder or person claiming must:</p> <ol style="list-style-type: none"> a) Report details of any event that might result in a claim under this policy and all subsequent developments to the Company as soon as possible. b) Submit any letter of claim, writ or summons or other legal document to the Company immediately on receipt. c) Advise the Company immediately of any notice of prosecution, inquest or fatal accident inquiry that the persons claiming or their legal representatives become aware of. d) Not admit liability or make an offer or promise of payment without the consent of the Company. e) Allow the Company to take over and conduct in the name of the Policyholder or any person entitled to indemnity under this policy, the defence or settlement of any claim or to prosecute any claim in the name of such person. The Company or its appointed solicitor shall have full discretion in the conduct of any proceedings and in the settlement of any claim and shall be given all such information and assistance as they may require. f) At all times give assistance to, co-operate with and comply with instructions given by the Company or its appointed representative(s).

5	Cancellation	<p>a) Other than the Company's rights under the Fraudulent Claims condition, this policy may be cancelled by the Company sending thirty days notice by recorded delivery to the Policyholder's last known address (and in the case of Northern Ireland to the Department of Environment Northern Ireland). In that event, a proportionate part of the premium in respect of the unexpired term of this policy will be returned to the Policyholder.</p> <p>b) This policy may be cancelled by the Policyholder, the cancellation being effective from the date of receipt by the Company of the appropriate Certificate(s) of Insurance. If cancellation is during the first year of insurance any return premium will be calculated using the Company's scale of short period rates, otherwise a pro rata refund of premium will be allowed.</p> <p>Short Period Rates :</p> <table border="1" data-bbox="673 814 1377 1514"> <thead> <tr> <th>Period</th> <th>Length of time on cover not exceeding</th> <th>Short Period Charge % Annual Premium</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Days</td> <td>8</td> <td>17%</td> </tr> <tr> <td></td> <td>20%</td> </tr> <tr> <td rowspan="12">Months</td> <td>1</td> <td>25%</td> </tr> <tr> <td>2</td> <td>30%</td> </tr> <tr> <td>3</td> <td>40%</td> </tr> <tr> <td>4</td> <td>50%</td> </tr> <tr> <td>5</td> <td>60%</td> </tr> <tr> <td>6</td> <td>70%</td> </tr> <tr> <td>7</td> <td>80%</td> </tr> <tr> <td>8</td> <td>85%</td> </tr> <tr> <td>9</td> <td>90%</td> </tr> <tr> <td>10</td> <td>100%</td> </tr> <tr> <td>11</td> <td>100%</td> </tr> <tr> <td>12</td> <td>100%</td> </tr> </tbody> </table>	Period	Length of time on cover not exceeding	Short Period Charge % Annual Premium	Days	8	17%		20%	Months	1	25%	2	30%	3	40%	4	50%	5	60%	6	70%	7	80%	8	85%	9	90%	10	100%	11	100%	12	100%
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	11	100%																																	
	12	100%																																	

6	Arbitration	If there is any dispute as to the amount to be paid under this policy (liability being otherwise admitted) the matter shall be referred to an arbitrator to be appointed by the parties in accordance with current statutory provisions. The arbitrator must find in favour of the Policyholder before the Policyholder is entitled to take any action against the Company.
7	Rights of Recovery	The Company reserves the right to recover from any Insured Person all sums paid by the Company as necessary to meet the requirements of any compulsory motor insurance legislation operative within the Territorial Limits of this policy if the Company would not otherwise have been liable for such payments by the terms and conditions of this policy.
8	Supply of Vehicle Information to the Motor Insurance Database	The Policyholder (or his appointed representative) shall supply in the manner prescribed by the Company, such details of any Insured Vehicle as necessary to meet the requirements of any legislation applicable in Great Britain and Northern Ireland for entry on the Motor Insurance Database.
9	Misrepresentation or Non-disclosure	<p>This Policy shall be voidable in the event of deliberate or reckless misrepresentation or deliberate or reckless non-disclosure by the Policyholder of any circumstances material to the risk insured hereunder.</p> <p>In the event of misrepresentation or non-disclosure by the Policyholder of any circumstances material to the risk insured which is neither deliberate nor reckless, the Company's remedy will be limited to the right to amend the premium to that which the Company could reasonably have demanded had such misrepresentation or non-disclosure not occurred.</p> <p>It is for the Company to demonstrate that any misrepresentation or non-disclosure has been deliberate or reckless.</p>

10	Fraudulent Claims	<p>In the event of a fraudulent claim by the Policyholder or any other person or party entitled to benefit under this Policy the Company</p> <ul style="list-style-type: none"> a) is not liable to pay the claim; b) may recover from the Policyholder any sums paid in respect of the claim; c) may cancel this Policy from the date of the fraudulent act and need not return any of the premium paid; d) is not liable for any losses occurring, or provision of other benefit under this Policy, after the date of cancellation; and e) may, in respect of d) above, recover from the Policyholder any sums paid in respect of such losses or benefit. <p>Provided that</p> <ol style="list-style-type: none"> 1. where any claim is for indemnity or benefit to more than one person or party, the rights of the Company under a) and b) above are exercisable only in relation to the person or party who has committed the fraudulent act; 2. where a fraudulent act is committed by any person or party who is not the Policyholder the rights of the Company under c) and d) above are exercisable only in relation to the cover provided for such person or party who committed the fraudulent act. <p>It shall be for the Company to demonstrate that a claim has been made fraudulently and/or that a fraudulent act has taken place.</p>
11	Severability of Interest	<p>If the Policyholder comprises more than one party and/or entity, this Policy shall protect each such insured party and/or entity as though a separate contract of insurance had been agreed with each for its respective rights and interests. However, this will not</p> <ul style="list-style-type: none"> a) operate to increase any limits of liability of the Company above the amount payable if the Policyholder comprised of only one party and/or entity and in any event will not exceed any limit of liability stated in this Policy; b) apply to rights of cancellation as provided for by the Cancellation condition of this Policy. <p>The Company shall not avoid, terminate or otherwise invalidate this Policy or fail to pay part or all of any claim on the grounds of breach by an insured party and/or entity of any term or obligation or on any other grounds except in relation to that insured party and/or entity only.</p>

Complaints Procedure

We hope you are very happy with your policy. In the event of something going wrong, here is what to do.

Our goal is to give an 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 two working days of receipt.
- We aim to resolve complaints, following assessment and investigation, as quickly as possible.
- Once an assessment and full investigation of your concern has been made, we will respond with a decision.

Most of our customers' concerns can be resolved quickly, but occasionally more detailed enquiries are needed.

If this is likely, we will contact you with an update and give you an expected date of response. This will not be more than twenty working days from when you first made your complaint.

What to do should you be dissatisfied

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

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

If you remain unhappy with the decision you receive from us, you may write to the Chief Executive. If you are dissatisfied with our final decision, you may refer the matter to the Financial Ombudsman Service (FOS).

Full contact details will be provided at the same time as we acknowledge your initial complaint.

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

Financial Services Compensation Scheme

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, 7th floor Lloyds Chambers,
Portoken Street, London, E1 8BN.