



dayinsure

Dayinsure Learner: Temporary 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) 1603 603728

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.

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Welcome. We've got you covered

The Contract of Insurance

This policy is a contract of insurance between the **policyholder** and **us**. The **policyholder** enters 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 **you** are aware of the terms of the policy.

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

- your policy booklet
- information contained in your application and displayed to you, in the quotation summary, during the online sales process
- your schedule – including any clauses (changes to the terms in this policy booklet) shown on it
- **Certificate of motor insurance.**

In return for payment of the premium, **we** will insure **you** in the event of an incident listed in this policy booklet, provided **you** comply with the terms.

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 and/ or Statement of Fact document, **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 **the car**.
- Any modifications to **the car**.
- Any change affecting ownership of **the car**.
- Any change in the way that **the car** is used.

If **you** are in any doubt, please contact your insurance adviser.

When **we** are informed 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
- **We** may revise the premium and/or change the compulsory excess.

- The extent of the cover may be affected.

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

All communications relating to this contract will be in English.

Cancellation Rights

You have a statutory right to cancel your policy within 14 days from the day of purchase of the contract or from the date **you** receive the policy documents, whichever is the later.

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 started, **you** will be entitled to a full refund of premium.

If **you** choose to cancel this policy after cover has started, **we** will recalculate your insurance premium based upon the date your policy commenced until the date your policy cancelled and will refund **you** the difference between the recalculated insurance premium and the insurance premium **you** have already paid. Please note that the cost of a temporary policy will be proportionally greater than a longer-term policy and therefore **you** may receive a small refund than expected.

Cover for days or part days which have already started will not be refundable.

To exercise your right to cancel your policy, please log into your Dayinsure account or 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.

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.

Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats, please contact Dayinsure by e-mailing support@dayinsure.com

Definitions

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

Advanced Driver Assistance System (ADAS)

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

Approved repairer(s)

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

Automated vehicle

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

Vehicles Act 2018.

Certificate of motor insurance

The current document that proves **you** have the motor insurance required by the Road Traffic Acts to use **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.

Computer system(s)

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

Cyber Act

A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any **computer system(s)** and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

Data

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

Electric vehicle

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

Fire

Fire, self-ignition, lightning and explosion.

Market value

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

Partner

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

Period of insurance

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

Software

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

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

The car

Any motor vehicle described in 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.

Theft

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

Track day

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

We/us

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

You/policyholder

The **policyholder** named in your schedule.

Section 1- Loss of or damage to the car

Loss of or damage to the car

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

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

The same cover also applies to accessories for **the car**, and **electric vehicle** charging equipment while these are in or on **the car** or while in your private garage.

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

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

Accessories are items permanently fitted to **the car** which are not directly related to how it works as a car. For example, in-built satnavs, cameras, comms kit or roof-racks. **You** can only claim for accessories under this section.

The most **we** will pay will be **market value** of **the car** or £40,000 whichever is the lesser amount.

There is no cover for loss or damage to **the car** when the person driving was arrested and charged for Drink/Drug driving or failing to provide a specimen. Please refer to the General Exclusions Section. In the event information presented by **you** misrepresents your claim **we** reserve the right to seek recovery under General Condition - Fraud.

Vehicle recovery and journey continuation

Following an incident in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man **we** will arrange to get **the car** to one of our **approved repairers**.

We will deliver **the car** back to your home address (shown on your schedule) after the repairs have been carried out.

For incidents which occur in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, **we** will also arrange to get the driver and passengers home or to their intended destination, or **we** will pay up to £150 for overnight accommodation or public transport. **You** will need to produce receipts to claim.

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

We can arrange for **the car** to be taken to a repairer of your choice if it is closer than our nearest **approved repairer**. This may lead to delays in arranging the repairs. **You** should arrange for any **ADAS** defects to be recalibrated or repaired.

What are the benefits of using our approved repairers?

Aviva provided benefit	Approved repairer	Non-Approved Repairer*
Repair guarantee	✓	X
Reduced customer involvement prior to repair start date	✓	X
Aviva collection and return of the car	✓	X

*Aviva does not provide these benefits if **you** use a garage that is not

one of our **approved repairers**, if **you** use a non-approved repairer **you** will need to check what they provide.

Repair estimate

If using one of our **approved repairers**, **we** will not require **you** to submit an estimate for the repair works. If **you** use a garage that is not one of our **approved repairers**, **we** will require an itemised repair estimate which **we** must approve before the work begins. In the event an agreement on the cost of repairs at your chosen repairer cannot be reached, **we** reserve the right to ask **you** to:

- Arrange for **the car** to be moved to our **approved repairer**.
- Give us an itemised estimate from another repairer.

New car replacement

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

- any repair cost or damage in respect of any one is more than 60% of **the car's** UK list price (including car tax and VAT) or
- it is stolen and not recovered.

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

- purchase it outright or
- under a hire purchase agreement or other type of agreement where ownership passes to **you** or the legal owner and the Financing company agrees

Important Note:

- New car replacement does not extend to cars sold as 'ex-demonstrators' or 'nearly new'.
- If the qualifying criteria set out above are not met, or the legal owner does 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**.

Child seats

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

What if the car is on finance?

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

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

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

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

Exclusions to Section 1

What **we** won't pay for:

- Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts.
- Loss or damage if, at the time of the incident, it was being driven or used without your permission by someone **you** know (unless **you** have reported them to the Police).
- Loss or damage arising from use of **the car** while taking part in a **Track day** or whilst driving on the Nürburgring Nordschleife.

- Loss or damage arising from **theft** while:
 - **the car's** ignition keys (including any key, device or code used to secure, gain access to, or to enable **the car** to be driven) have been left in or on **the car**;
 - **the car** has been left unattended with the engine running.
- Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Where **the car** is equipped for the cooking or heating of food or drink, loss of damage by **fire** caused directly or indirectly from use of the cooking or heating equipment.
- Loss or damage caused by the unauthorised, and/or malicious access to **computer system(s)** or electronic components and systems, resulting in any reprogramming of **software**, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the Vehicle Manufacturer.
- Loss of or damage to **the car** caused whilst the driver of **the car** is not accompanied by a person aged 25 to 75 who holds a full UK driving licence for the type of vehicle being insured under this policy and has done so for at least three years.
- Loss of or damage to **the car** if the driver has obtained a full UK driving licence.

Important note

This means that **you** are not covered by this policy to drive **the car** home from the test centre if **you** have passed your practical driving test.

- Where **you** are not the legal owner of **the car**, **we** will not pay for:
 - loss of or damage if **the car** is not insured annually on a separate motor insurance policy.

Section 2 – Your liability

Your liability

You are covered against all amounts which may have to be paid as a result of **them** being legally liable for an incident involving **the car**, resulting in:

- another person's death or injury
- damage to another person's property (up to a maximum amount of £20,000,000 plus a maximum amount of £5,000,000 to cover any claimant's costs and expenses).

Important note

If **the car** is carrying any of these high category hazardous goods or being used or driven at any of these hazardous locations, the amount **we** will pay for damage to another person's property will be limited to £1,200,000 or such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.

High Category Hazardous Goods

Any substance within the following United Nations Hazard Classes: 1: Explosives; 5.2: Organic peroxides; 6.1: Toxic substances; 6.2: Infectious substances; 7: Radioactive materials.

Hazardous Locations

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

Emergency treatment

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

Legal costs

We will pay the legal costs of any legal representative **we** agree to, to defend **you** at a coroner's inquest or fatal accident inquiry or in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation following an incident covered by this section. This cover does not extend to a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence) or

appeals.

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 given permission by **you** to drive **the car** provided that your **certificate of motor insurance** allows that person to drive **the car**.
- Any person given permission by **you** 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 **policyholder** is a corporate body or firm.

Duty of Care - driving at work, legal costs

We will pay:

- the **person insured's** legal fees and expenses incurred with our written consent for defending proceedings including appeals
- costs of prosecution awarded against the defendant arising from any health and safety inquiry or criminal proceedings for any breach of the:
 - Health and Safety at Work etc. Act 1974 – Covered up to £100,000;
 - Health and Safety at Work (Northern Ireland) Order 1978 – Covered up to £100,000;
 - Corporate Manslaughter and Corporate Homicide Act 2007 – Costs covered are unlimited.

Exclusions to Duty of care – driving at work, legal costs

We will not pay:

- 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.
- 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 a **person insured** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts.
- in respect of proceedings which result from any deliberate act or omission by **you**.

Exclusions to Section 2

What **we** won't pay for:

- anything which **you** can claim for under another policy.
- the death of, or injury to any employee of the **you** which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the Road Traffic Acts.
- loss of or damage to property that:
 - belongs to or is in the care of **you** who claim under this section, or
 - is being carried in **the car**.
- damage to the motor vehicle covered by this section.
- a claim where **the car** is an **automated vehicle** and is being driven or used in automated driving mode and the **policyholder** or **you** at the time of an accident has:
 - made, or permitted alterations to any **software** which relates to functioning of **the car** as an **automated vehicle**, except those provided and/or approved by the vehicle manufacturer and/or;
 - failed to install or permit installation of any safety critical **software** updates relating to the functioning of **the car** as an **automated vehicle** which the **policyholder** or **You** ought reasonably to have known were safety critical (**software** updates are safety critical if it would be unsafe to use the vehicle in question without the updates being installed).
- loss, damage, injury or death while any motor vehicle is being used on:

- that part of an aerodrome or airport used for aircraft taking off or landing;
- aircraft parking areas including service roads;
- ground equipment parking areas; or
- any parts of passenger terminals within the Customs examination area;

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

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

(a) Terrorism

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

- (i) the use or threat of force and/or violence and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.

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

In respect of (a) and (b), where **we** must provide cover under the Road Traffic Acts, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** for which cover is provided under this section, will be:

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or
- (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.
- loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the Road Traffic Acts. For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
- death or injury of any person caused by:
 - food poisoning; or
 - anything harmful contained in goods supplied; or
 - any harmful or incorrect treatment given at or from **the car** or any motor vehicle covered by this section.
- loss, damage, injury or death that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of **the car**, bringing a load to **the car** for loading or taking a load away from **the car** after unloading it.
- any claim if any **you** under this section does not keep to the terms and conditions of this policy

Section 3 – Personal accident

If **you** or **partner** suffer accidental bodily injury as a result of:

- a road traffic accident in direct connection with the use of **the car** and/or
- travelling in, getting in to or out of **the car**.

we will pay **you** or your **partner** a maximum amount of £2,500 if, within three months of the accident, the injury is the sole cause of:

- death; or.
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears; or
- loss of any limb which means severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

The maximum amount **we** will pay **you** or your **partner** 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 vehicles, the injured person will only be able to claim these benefits under one policy.

Exclusion to Section 3

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

Section 4 – Medical expenses and services

If any persons in **the car** are injured as a direct result of **the car** being involved in an incident, **we** will pay for the medical expenses arising in connection with that incident

The maximum amount **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 **we** will pay for any one incident is £150.

As well as the personal property in **the car**, this section also covers portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **the car**. **You** can only claim for personal belongings under this section.

Important note

A claim can only be made under this section when also making a valid claim which is accepted under 'Section 1 – Loss of or damage to **the car**'.

Exclusions to Section 5

We won't cover:

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

Section 6 – 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 6

We won't cover:

- (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 7 – Replacement locks

If your ignition keys including any device or code used to secure, gain

access to or enable **the car** to be driven are lost or stolen, **we** will pay the cost to replace the affected locks, central locking interface and any affected parts of the alarm and/or immobiliser.

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

Exclusion to Section 7

We will not pay for:

- device replacement where **the car** uses a mobile phone, smartphone or smartwatch as a digital key.

Section 8 – Continental use – compulsory insurance

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, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, Montenegro, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Important note

Although the UK is no longer part of the European Union, your **certificate of motor insurance** provides sufficient evidence for travel in the countries listed within this section.

For some countries, **you** may need to look at the driving licence rules as **you** might need a full driving licence and/or an International Driving Permit (IDP). IDPs are available at post offices.

There is no cover for countries outside of those listed within this section.

General exclusions

These exclusions apply to all covers in this booklet.

What **we** won't pay for:

- Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - used otherwise than for the purpose described under the 'Limitations as to use' section of your **certificate of motor insurance**, or
 - driven by, or is in the charge of any person for the purposes of being driven who:
 - (i) 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
 - (ii) is not complying with the terms and conditions of the licence

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 for the purpose of parking **the car**.
- (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

(iv) if **the car** is being used by **you** in connection with unpaid voluntary work.

- Any liability **you** have agreed to take on except to the extent **you** would have had that liability if that agreement did not exist.
 - (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.
- 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.
- Any accident, injury, loss or damage if **the car** is registered outside the **territorial limits**.
- Any accident, injury, loss or damage arising from the use of **the car** while taking part in any competitions, trial, performance test, race or trial of speed, including off road events and **track days**, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
- Any accident, injury, loss or damage which happened whilst **you** were driving **the car** and were arrested and charged with:
 - being over the legal limit for alcohol or drugs
 - driving whilst unfit through alcohol or drugs, whether prescribed or otherwise
 - failing to provide a sample of breath, blood or urine when required to do so, without lawful reason

If convicted of any of these offences, our liability under Section 2, will be restricted to meeting obligations under the Road Traffic Acts. In those circumstances **we** will recover from **you** and/or the **person insured** driving **the car** all sums paid in respect of any claim arising from the accident.
- Any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any **Cyber Act** except to the extent that **we** must provide cover under the Road Traffic Acts.
- Any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** except to the extent that **we** must provide cover under the Road Traffic Acts.

General conditions

These conditions apply to all covers in this booklet

Accurate Information

You must always take reasonable care to give full and correct answers to the questions **we** ask. If **you** don't give **us** full and correct information, **we** may:

- change your premium, excess or cover
- refuse to pay all or part of a claim or cancel your cover

Claims procedure

Your duties

You must contact **us** as soon as reasonably possible and provide all the information, documents, evidence and help **we** need to settle your claim or pursue a recovery.

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

Anyone claiming under this policy must not admit to any claim, promise any payment or refuse any claim without our consent.

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

Our rights

If **we** want to, **we** can take over and conduct in the name 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 claims 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
☐ Details of third parties and witnesses	☐ Driving licence	☐ Attendance at court
☐ Statement of events relating to your claim	☐ Proof of identity and address	☐ Meetings with solicitors or us
☐ Sketch or photograph of the accident scene	☐ Vehicle documentation such as V5, MOT and proof of purchase	
☐ Correspondence received from another party (including court papers)	☐ Receipts and invoices	
	☐ Finance documents	

Cancelling your policy

Your right to cancel

Following the expiry of your 14-day statutory cooling off period **you** continue to have a right to cancel your policy at any time during its term.

If **you** cancel the policy after cover has started, provided there have been no claims or incidents likely to give rise to a claim, **you** will be entitled to a return of unused premium (this is not proportionate).

Cover for days or part days which have already commenced will not be refundable.

To cancel your policy, please log into your Dayinsure account or contact **us** by emailing support@dayinsure.com

Our right to cancel

We (or any agent **we** appoint and who acts with our specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least seven days' written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Nonpayment of premium. If premiums are not paid when due, **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter, **we** will take no further action. If **we** do not receive payment by this date, **we** will cancel the policy from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects our ability to process a claim or defend our interests. See the "Claims procedure" section of the General conditions.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the "Contract of Insurance and Information and

changes **we** need to know about" section in this policy and the separate "Important Information" notices supplied.

If **we** cancel the policy under this section, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Important Note:

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

Where our investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in your policy being cancelled from the date **you** originally took it out.

Other insurance

If at the time of an incident that leads to a claim on this policy there is any other insurance policy covering the same loss, damage, expense or liability, **we** are entitled to approach that insurer for a contribution towards the claim and will only pay our share. This condition does not apply to any benefits under 'Section 3 – Injury to **you** or your **partner**'. This provision will not place any obligation upon **us** to accept any liability under Section 2 - Your liability which **we** would otherwise be entitled to exclude under Exclusion 1 to Section 2.

Your duty to prevent loss or damage

You and the legal owner must take reasonable care to safeguard **the car** to prevent accidents, **theft**, loss or damage. **You** and the legal owner shall maintain **the car** in a roadworthy condition and install any safety critical **software** updates made available by the vehicle manufacturer. **You** and the legal owner must not modify, install or permit the installation of **software** except those provided by and/or approved by the vehicle manufacturer.

Your duty to comply with policy conditions

Our provision of insurance under this policy is conditional upon the terms, provisions, conditions and clauses (**changes in the terms of your policy**) of this policy being observed and fulfilled.

Fraud

If your claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**. **We** may also take legal action against **you** to include recovery of any sums paid to **you** in respect of the fraudulent claim.

If the fraudulent claim is made by **you**, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraudulent claim. If the fraudulent claim is made by **you**, **we** may remove all cover for that person or the entire policy from the date of the fraudulent claim.

Payments made under compulsory insurance regulations and rights of recovery

If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** shall be entitled to recover such payments from **you**, the relevant **person insured** or from the person who incurred the liability.

Direct right of access

Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002.

In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

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 5 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

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 (Calls from UK landlines and mobiles are free) or

0300 123 9123

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

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



AVIVA

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