

CompuQuote

**Self-Drive Hire Policy
Arranged by Bollington Underwriting Limited**

Underwritten by Aviva Insurance UK Limited

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INTRODUCTION

Welcome to CompuQuote. **You** should keep this document in a safe place and make a note of your policy number and the CompuQuote number so these are available should an emergency arise.

If **you** have any queries about the cover or would like to extend it please speak to your usual insurance adviser.

The Contract of Insurance

This policy is a contract of indemnity between **you**, the **policyholder**, and **us**, Aviva.

In return for payment of the premium by **you**, **we** will provide insurance in accordance with the policy cover shown in the **policy schedule** in respect of accident, injury, loss or damage occurring within the **territorial limits** during the **period of insurance**.

This policy, the proposal or any statement of facts, any **clauses** endorsed on the policy and the **policy schedule** should be read together and form the contract of insurance.

Law Applicable to Contract

You and the **Insurer** are free to choose the law applicable to this contract but, in the absence of agreement to the contrary, the law of the country in which **you** reside at the date of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

However, if **you** are not resident (or, in the case of a business the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, the law which will apply is the law of England and Wales..

Changes we need to know about

Please tell us or your insurance adviser immediately **you** become aware of any changes to your circumstances which may affect this insurance or any other material facts e.g. a change to the persons to be insured, motoring convictions of any of the persons to be insured, a change of **vehicle** or a change of use of the **vehicle**.

Telephone taping

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 your insurance adviser.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

DEFINITION OF TERMS

To save lengthy repetition, wherever the following words or phrases occur in this policy they will have the meaning set out below:

The insured/insured person/you/policyholder:

The person, persons, company or companies described as the insured in the **policy schedule**

The Insurer/we/us/company:

Aviva Insurance UK Limited

Your vehicle:

Any motor vehicle described in the **policy schedule** or any other motor vehicles for which details have been supplied to **us** and a **certificate of motor insurance** has been delivered to you and remains effective

Policy Schedule:

Details of **you/your vehicle** and the insurance protection provided to **you**

Certificate of Motor Insurance:

A document that you must have as proof that you have the motor insurance necessary to comply with the law. It shows who can drive **your vehicle** and what purposes it can be used for. The **certificate of motor insurance** does not, however, indicate the full policy cover and for this you need to refer to the main text of the policy booklet. Whenever the expression '**certificate of motor insurance**' is used in this contract, it means the certificate which, from time to time, is that in force and not one which we have withdrawn or which has ceased to be valid.

Period of insurance:

The period of time covered by this policy as shown in the **policy schedule** and any further period for which **we** agree to insure **you**.

Market value:

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

Clause:

Additional or alternative wordings which, when applied to your policy, change its terms. Those **clauses** applicable are identified in your **policy schedule**

Fire:

Fire, self-ignition, lightning and explosion.

Theft:

Theft or attempted theft

Accessories:

Additional or supplementary parts of **your vehicle** which are not directly related to its function as a vehicle. These include radios and other in-car entertainment, communication equipment and car phones, all of which, however, must form an integral part of **your vehicle**. Mobile phones which operate independently through their own battery pack are not **accessories** within this definition.

Excess:

The amount of any claim **you** will have to pay if **your vehicle** is lost, stolen or damaged.

Trailer:

Any drawbar trailer, semi-trailer or articulated trailer

Territorial limits:

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

The hirer

Any person to whom the vehicle is let on hire by you

Road Traffic Acts:

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

CompuCar

The computerised vehicle rental system you use to send data on the Hirers of your vehicle.

POLICY COVER INDEX

Code (See Code indicated in the **policy schedule**)

Operative Sections

- | | |
|------------------------------|--|
| A Comprehensive | - All sections of the policy are operative |
| B Third Party Fire and Theft | - Section 1 operates only in respect of loss or damage caused directly by fire or by theft |
| | - Sections 2 to 5 |
| C Third Party Only | - Sections 2 to 5 |

Policy cover shall only operate when your vehicle is being driven, or is in the charge of for the purpose of being driven, by:

- **You** or a person employed by you or any other person named on the Certificate of Insurance.
- Any **hirer** authorised to drive your vehicle and whose details CompuQuote has accepted.

COVER FOR YOUR VEHICLE

Cover Section 1

Loss of or damage to your vehicle

If **your vehicle** is lost, stolen or damaged, we will at our option:-

- pay for **your vehicle** to be repaired, or
- replace **your vehicle**, or
- pay in cash the amount of the loss or damage

The same cover also applies to **accessories** and spare parts relating to **your vehicle** whilst these are in or on **your vehicle**

If to our knowledge **your vehicle** is subject to a hire purchase, leasing or contract hire agreement, any payment will be made to the owner described in the agreement whose receipt will be a full and final discharge to **us**.

The maximum amount **we** will pay will be the **market value** of **your vehicle** immediately prior to the loss or damage but not exceeding your estimate of value shown in our records.

Accident Recovery

If **your vehicle** is disabled through loss or damage insured under this policy **we** will pay the reasonable cost of:-

- its protection and removal to the nearest approved repairer
- its delivery to **you** after repair but not exceeding the reasonable cost of transporting it to your address in the territorial limits.

Exceptions to Section 1 of your policy

We will not pay for

- (1) the amount of excess shown in the **Schedule**
- (2) Loss of or damage to in car entertainment equipment or telecommunications equipment.
- (3) Theft which involves deception
- (4) The first 25% of the value (or £750 whichever is the **greater**) of any claim for loss of **your vehicle** which involves theft by the hirer. (This amount is increased to 40% for risks based in Northern Ireland).
- (5) Damage to **your vehicle** or its accessories when not out on hire.
- (6) Broken windows or windscreens if this is the only damage to **your vehicle**, (including any resulting scratching of bodywork).
- (7) Loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer, failures, breakdowns or breakages.
- (8) Damage to tyres caused by braking or by punctures, cuts or bursts.
- (9) Loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- (10) Loss of value following repair
- (11) Loss or damage arising from theft whilst the ignition keys of your vehicle have been left in or on your vehicle

LIABILITY TO THIRD PARTIES

Section 2

Your liability to third parties

We will insure **you** in respect of all sums which **you** may be required to pay at law and all other costs and expenses incurred with **our** written consent arising from:-

- (a) death or bodily injury to third parties, for an unlimited amount
- (b) damage to third party property up to an amount of £1,000,000 in respect of any one incident or a number of claims arising from the one incident This cover only operates where such death, injury or damage arises out of an accident caused by or in connection with:-

- **your vehicle** including its loading and unloading or
- any **trailer** while it is being towed by **your vehicle**

Liability of other persons driving or using your vehicle

On the same basis that **we** insure **you** under this section **we** will also insure the following persons:-

- any person **you** give permission to drive **your vehicle** provided that **your certificate of motor insurance** allows that person to drive
- any person **you** give permission to use (but not drive) **your vehicle** for social domestic and pleasure purposes provided that use for social domestic and pleasure purposes is included within the **certificate of motor insurance** and
- any passenger travelling in or getting into or out of **your vehicle**
- any hirer of **your vehicle**

Indemnity to owner (Leasing or Hiring Agreements)

If to our knowledge **your vehicle** is the subject of a leasing or contract hire agreement between you and the owner of **your vehicle**, **we** will insure the owner, on the same basis as **we** insure **you** under this section, in the event of an accident occurring while **your vehicle** is let on hire or leased under the agreement provided that:-

- **your vehicle** is not
 - being driven by the owner
 - being driven by a person employed by the owner
 - in the charge of but not being driven by the owner or any person employed by the owner
- the owner cannot claim under another policy
- the owner observes the terms, exceptions and conditions of this policy as far as they can apply

Indemnity to Legal Personal Representatives

In the event of the death of anyone who is insured under this section **we** will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section

Legal costs

We will pay for:-

- solicitors' fees if anyone **we** insure under this section is represented at a Coroner's inquest or fatal accident inquiry or is defending any proceedings in a court of summary jurisdiction or
- legal services to defend anyone **we** insure under this section in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death

We will only pay these legal costs if they relate to an incident which is covered under this section.

Cross liabilities

Where there is more than one **insured person** named in **your policy schedule**, cover will operate for each one as if they are the only **insured person** covered under this policy

Application of indemnity limits

In the event of an accident involving payments by **us** to more than one person insured under this section any limitation by the terms of this policy or any **clause** endorsed on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and your liability shall be settled in priority.

Exceptions to Section 2 of your policy

The cover under this section will not apply:

- 1) if any person insured under this section fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy;
- 2) in respect of death or injury to any employee of the person insured which arises out of the course of such employment except where such liability is required to be covered by the **Road Traffic Acts**;
- 3) to loss or damage to property belonging to or in the care of anyone **we** insure who claims under this section
- 4) to loss or damage to property being carried in **your vehicle**
- 5) to loss, damage, injury or death caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone other than the driver or attendant of **your vehicle** either bringing a load to **your vehicle** for loading on to it or taking a load away from **your vehicle** having unloaded it
- 6) in respect of liability for damages to premises (or to the fixtures and fittings) attaching solely as occupier (not as owner) where the damage is insured by another policy
- 7) in respect of damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this section
- 8) in respect of all loss, damage, injury or death directly caused by pollution or contamination unless 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** except where such liability is required to be covered by the **Road Traffic Acts**

For the purposes of this Exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere

- 9) to any loss, damage, injury or death caused whilst **your vehicle** is being used in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the **Road Traffic Acts**

10) except to the extent that we are liable under the Road Traffic Acts in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.

(i) Terrorism

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

(a) the use or threat of force and/or violence and/or

(b) 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 or so claimed in whole or in part for political, religious, ideological or similar purposes.

(ii) any action taken in controlling preventing suppressing or in any way relating to (i) above.

Wherever we are liable 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 or any other person and for which cover is provided under this section will be

(i) the third party property damage limit specified in the policy or £5,000,000 whichever is the lower in respect of all claims consequent on one originating cause or

(ii) such greater sum as may in the circumstances be required by the Road Traffic Acts.

Section 3

Continental use / compulsory insurance requirements

In addition to providing cover within the **territorial limits**, this policy in compliance with EU Directives also provides the necessary cover to meet laws on compulsory insurance of motor vehicles in:-

any other country which is a member of the European Union

any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7 (2) of EC Directive 72/166/EC relating to civil liabilities arising out of the use of motor vehicles. Eligible countries change from time to time -your insurance adviser should be able to tell **you** the current list of eligible countries

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurred in another EU Member State, however, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable to Great Britain.

Section 4

Payments made under compulsory insurance regulations and rights of recovery

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

Section 5

Emergency treatment

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

GENERAL EXCEPTIONS

Your policy does not cover the following: -

- (1) any accident, injury, loss or damage while any vehicle insured under this policy is being:
 - (a) used otherwise than for the purposes described under the 'Limitations as to Use' Section of your **certificate of motor insurance**.
 - (b) driven by any person other than as described under the section of your **certificate of motor insurance** headed 'Persons or Classes of Persons entitled to drive' except that cover will not be withdrawn under (1) (a) and (1) (b):-
 - (i) while **your vehicle** is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep and repair;
 - (ii) if the injury, loss or damage was caused as a result of **your vehicle** being stolen or having been taken without your consent or other lawful authority
 - (iii) if the person driving does not have a driving licence and **you** had no knowledge of such deficiency
 - (c) driven by **you** unless **you** hold a licence to drive **your vehicle** or **you** have held a licence and are not disqualified from holding or obtaining such a licence.
 - (d) driven by anyone else with your general consent who, to **your** knowledge, does not have a licence to drive **your vehicle**, has never held one or is disqualified from holding or obtaining such a licence.
- (2) any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
- (3) any loss, damage, liability, expense or bodily injury which is directly or indirectly caused by, contributed to or arising from:
 - (i) ionising radiations 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 other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (4) except to the extent that we are liable under the Road Traffic Acts any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory 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 any uprising military or usurped power
 - (c) any action taken in controlling preventing suppressing or in any way relating to (a) above

(5) any accident, injury, loss or damage (except under Section 2) arising during or in consequence of:

(a) earthquake

(b) riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands except where such liability is required to be covered by the **Road Traffic Acts**.

This exception will not operate if **you** can prove that the accident, injury, loss or damage was not caused by either of these perils.

(6) any accident, injury, loss or damage if any vehicle is registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

(7) any accident, injury, loss or damage while **your vehicle** is let on hire due to or arising from **theft** or conversion by the **Hirer**

(8) any accident, injury, loss or damage arising out of the driving or use of **your vehicle** by any person purporting to be a **Hirer** where your consent to such hiring has been obtained by fraud or deceit

(9) any accident, injury, loss or damage if **your vehicle** is used by the **Hirer** for the carriage of passengers for hire or reward

CONDITIONS

Claims Procedure

(1) As soon as reasonably possible after any accident, loss or damage, **you** or your legal personal representatives must telephone **us** giving full details of the incident. Any communication **you** receive about that incident should be sent to **us** immediately. **You** or your legal personal representatives must let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.

(2) **You**, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without **our** written consent. If **we** want to **we** can take over and conduct in your name, or that of the person claiming under the policy, the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment we have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for **us** to achieve a settlement.

(3) Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, **we** may, at any time, pay **you** the full amount **we** are required to pay under the policy (less any sums we have already paid in compensation) or, any lesser amount for which such claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. **We** will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

Cancellation

(4) **You** may cancel this policy at any time by returning **your certificate of motor insurance** to **us**.

(5) **We**, or any agent appointed by **us** and acting with our specific authority, may cancel this policy by sending not less than 7 days notice to your last known address. **We** will calculate the premium for the period **we** have been insuring **you** and refund any balance.

Other Insurance

(6) If at the time of any claim arising under this policy there is any other insurance policy covering the same loss damage or liability **we** will only pay our share of the claim.

This provision will not place any obligation upon **us** to accept any liability under Section 2 of the policy which **we** would otherwise be entitled to exclude under Exception (1) to Section 2.

Your Duty to Prevent Loss or Damage

(7) **You** shall at all times take all reasonable steps to safeguard **your vehicle** from loss or damage. **You** shall maintain **your vehicle** in efficient condition and **we** shall have at all times free access to examine such vehicle.

Arbitration

- (8) Where **we** have accepted a claim and there is a disagreement over the amount to be paid the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens a decision must be made before **you** can take any legal action against **us**.

Your Duty to Comply with Policy Conditions

- (9) Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions and conditions of this policy and any **clauses** endorsed on it.

Fraud

- (10) If any claim is in any way fraudulent or if **you** or anyone acting on **your** behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits under this policy shall be forfeited.

COMPLAINTS PROCEDURE

You are important to us. As a valued customer you are right to expect fairness and a swift and courteous service at all times.

We recognise that sometimes you may feel unhappy with us. To help us improve we would appreciate your honesty in telling us about your experience of our service – your feedback can make all the difference.

What should I do?

Step 1. Please speak to your usual Insurance Adviser or your Aviva contact.

Step 2. If you remain dissatisfied or you feel your complaint remains unresolved please write to the p Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich, NR1 3NS.

Giving us your policy or claim number in any correspondence will help us, thank you.

Step 3. If, after making a complaint to us, you are still unhappy and feel the matter has not been resolved to your satisfaction please contact the Insurance Ombudsman Bureau, South Quay Plaza 2, 183 Marsh Wall, Docklands, London, E14 9SR

Important Note

The Ombudsman will only consider your complaint if you've already given us the opportunity to resolve it and you are a private individual.

Following these procedures will not affect your right to take legal action

How to Claim

If you want to make a claim under this policy, call the CompuQuote Claims Helpline on 0870 2410127 or email janice@compucar-insurance.co.uk

Cancellation rights

If the policy is in the name of an individual and not in the name of a company, you have the right to cancel your policy within 14 days either from the day of purchase or renewal of the policy or the day on which you receive your policy or renewal documentation, whichever is the later.

If you wish to do so, and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a reduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover and will include an additional charge to cover the administrative cost of providing the policy.

To exercise your right to cancel your policy, please contact your insurance adviser shown on your policy schedule. Please also return your certificate of motor insurance.

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the premium stated.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the 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 £2,000 and 90% of the remainder; in each case, without any upper limit.

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, Portsoken Street, London, E1 8BN.