

New Commercial Motor Policy wording –

Sample: Aviva Van Product (MZ)



APPENDIX ONE – Aviva Notice to Policyholder effective 01/08/2019

With effect from the renewal date shown on the enclosed renewal notification and on your motor insurance renewal premium breakdown, your policy with Aviva Insurance Ireland DAC will include amendments to the general conditions and terms of your cover. This notice is a summary of the new general condition wordings and cover conditions applicable to your policy with effect from this renewal.

If you would like a copy of the latest policy wording that applies to you and includes all of the below changes, please contact your Broker/Intermediary and request them to send you a copy of the new policy booklet.

Payment of your renewal premium is deemed to be an acceptance of the new policy terms and conditions.

Policy Section	Your Existing Policy Wording	Your new Policy wording from this renewal
Special notes	<p>NEW text has been placed in the Special Notes section of our policy booklets to reiterate our right of recovery following a claim.</p> <p>This new wording reads as shown in the column to the right under the heading ‘Your new Policy wording from this renewal’</p>	<p>Our Right of Recovery</p> <p>If by law we have to make a payment that we would not otherwise have had to make, we will seek recovery of that outlay incurred from you and/or the driver of the Vehicle.</p>
Special notes	<p>ACCIDENT LINE</p> <p>You can contact us 24 hours a day, 365 days a year on 1890 666 888 for help and advice on all motor claims including windscreen damage claims.</p>	<p>ACCIDENT LINE</p> <p>Telephone: 1890 666 888</p> <p>You can contact us 24 hours a day, 365 days a year for help on all motor claims including windscreen damage claims.</p>
Replacement Lock Cover	<p>REPLACEMENT LOCK COVER</p> <p>If the Vehicle keys or lock transmitter of your Vehicle is lost or stolen, we will pay for the cost of replacing:</p> <ol style="list-style-type: none"> 1 the door locks and boot lock; 2 the ignition steering lock; and 3 the lock transmitter and central-locking interface. <p>However, you must prove to us that any person who may have your keys or transmitter is likely to know where you keep your Vehicle.</p> <p>We will not take off the excess and your no-claim discount will not be affected if you claim under this section.</p>	<p>REPLACEMENT LOCK COVER</p> <p>If the Vehicle keys or lock transmitter of your Vehicle is lost or stolen, we will pay for the cost of replacing:</p> <ol style="list-style-type: none"> 1 the door locks and boot lock; 2 the ignition steering lock; and 3 the lock transmitter and central-locking interface. <p>However, you must prove to us that any person who may have your keys or transmitter is likely to know where you keep your Vehicle.</p> <p>We will not take off the excess and your no-claim discount will not be affected if you claim under this section.</p> <p>The most we will pay in respect of this section is €1,000.</p>

Please turn over.

Policy Section	Your Existing Policy Wording	Your new Policy wording from this renewal
<p>General exceptions</p>	<p>NEW exception number 8 has been added to the General exceptions section of your Policy.</p> <p>This new exception reads as shown in the column to the right entitled 'Your new Policy wording from this renewal'</p>	<p>We will not pay for the following except where it is necessary to meet the requirements of the relevant road traffic legislation.</p> <p>8) Any accident, injury, loss, damage or liability which occurs where any person driving the Vehicle or any person using but not driving the Vehicle</p> <p>a) has at the time of the accident giving rise to the claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations or</p> <p>b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim.</p>
<p>General conditions</p> <p>Number 1</p>	<p>Two Newsub conditions apply to your Policy from this renewal.</p> <p>This now forms part of your Policy and is inserted under General Condition 1 of the Policy 'keeping to Policy conditions'. You must keep to these conditions before we will make any payment under this policy.</p> <p>These new sub conditions are (e) and (f) and are shown in the column to the right under the heading 'Your new Policy Wording from this renewal'</p>	<p>e) Any person whose driving is covered by the terms of the Certificate must comply with any restriction, condition and limit on their driving licence including any restriction relating to the class of Vehicle being driven or any other licence condition that may apply.</p> <p>f) Any learner permit holder whose driving is covered by the terms of the Certificate must specifically comply with the requirement to be accompanied at all times by a full driving licence holder while the learner permit holder is driving. The learner permit holder must comply with all restrictions conditions and limits of their learner permit as prescribed by the Road Traffic Acts and any other regulations, which apply to such learner permit holders while driving.</p>

Policy Section	Your Existing Policy Wording	Your new Policy wording from this renewal
<p>General conditions</p> <p>Number 3</p>	<p>Cancellation</p> <p>3 You may cancel this Policy at any time by returning your Certificate of motor insurance and windscreen disc to us. As long as no claim has happened during the current Period of Insurance, we will work out the premium for the period for which we have insured you and refund any balance. If you cancel the Policy during the first year, the refund will be based on our short-period rates</p> <p>(Short period rates table unaltered)</p> <p>We may cancel this Policy by sending 10 days' notice by registered letter to your last known address. You will then be entitled to a refund of part of your premium. We may cancel this Policy without having to give you any reason. If you wish to cancel your Policy in the 14 days after:</p> <ul style="list-style-type: none"> • the start date of the Policy; or • the day on which you receive your Policy documents; <p>whichever is later, please read the section 'Your Policy and Schedule' on page 3 for more information.</p>	<p>Cancellation</p> <p>3 You may cancel this Policy at any time by notifying us and returning your Certificate of motor insurance and windscreen disc to us. As long as no claim has happened during the current period of insurance, we will work out the premium for the period for which we have insured you and refund any balance, provided that the refund due to you amounts to at least €20.</p> <p>We will not refund any premium if you have made a claim or if one has been made against you during the current period of insurance. If you pay your premium by monthly instalments (direct debit) and you have made a claim, or one has been made against you, the balance of the annual premium will become payable to us upon cancellation.</p> <p>If you cancel the Policy during the first year, the refund will be based on our short-period rates.</p> <p>(Short period rates table unaltered)</p> <p>We may cancel this Policy by sending 10 days' notice by registered letter to your last known address. You will then be entitled to a refund of part of your premium. We may cancel this Policy without having to give you any reason. If you wish to cancel your Policy in the 14 days after:</p> <ul style="list-style-type: none"> • the start date of the Policy; or • the day on which you receive your Policy documents; <p>whichever is later, please read the section 'Your Policy and Schedule' for more information.</p>
<p>General conditions</p> <p>Number 5</p>	<p>Fraud</p> <p>5 If any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud, you will lose all benefit under this Policy. This will also apply if you exaggerate a claim or if you send forged or false documents to us</p>	<p>Fraud</p> <p>5 You will lose all benefit under this Policy if your claim is fraudulent in any way or if you or anyone acting on your behalf has engaged in any type of fraud relating to this or any other insurance Policy. You will lose all benefit under this Policy if you do not disclose all material facts which may affect our decision to provide cover or the calculation of your Policy premium. You will lose all benefit under this Policy if you misrepresent any information to us, exaggerate a claim, make a claim which is in any way false, or use any false or stolen documents in applying for the cover provided under this Policy or when making a claim.</p>

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<p>General conditions</p> <p>Number 6</p>	<p>Duty to take care</p> <p>6 You must take all reasonable steps to prevent accident, injury, loss or damage, and must keep your Vehicle in a roadworthy condition.</p> <p>While unattended, the Vehicle must not be left unlocked or the keys to the ignition left with the Vehicle.</p> <p>You must allow us to examine your Vehicle at any time.</p>	<p>Duty to take care</p> <p>6 You must take all reasonable steps to prevent accident, injury, loss or damage. While unattended, the Vehicle must not be left unlocked, or the keys to the ignition left with or in the Vehicle, or windows or sunroof left open. You must ensure the Vehicle is kept in a roadworthy condition, which includes ensuring that the tread depth on your Vehicle tyres are within the legal limits and if required that your Vehicle has a current (CVRT) Certificate. You must ensure the Vehicle is properly compliant with all Road Traffic legislation at all times.</p> <p>No cover operates under this Policy where any accident, injury, loss, damage or liability occurs and any person driving the Vehicle or any person using but not driving the Vehicle</p> <p>a) has at the time of the accident giving rise to the claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulation; or</p> <p>b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim; or</p> <p>c) has not advised us of any convictions or any pending prosecutions of any nature.</p> <p>If you do not comply with this ‘Duty to take care’ condition and do not take all reasonable steps to prevent accident, injury, loss or damage</p> <p>1. no cover operates under this Policy; and</p> <p>2. if we have to meet any legal liabilities under this insurance as a Road Traffic Act insurer, we have the right to ask you (or any other person) to repay us that outlay.</p> <p>Personal belongings should be placed in the locked boot, glove box or closed storage compartment when your Vehicle is unattended.</p> <p>You must allow us to examine your Vehicle at any time.</p>
<p>Section 1 – Loss of or damage to the Vehicle</p>	<p>We will pay for loss of or damage to the Vehicle or any part of it or its accessories and spare parts, and loss or damage while it is being transported by sea (including loading and unloading) between any ports in the countries covered by this Policy.</p> <p>We may:</p> <ul style="list-style-type: none"> • repair or replace the Vehicle or any part of it; or • pay a cash amount for the loss or damage. 	<p>We will pay for loss of or damage to the Vehicle or any part of it or its accessories and spare parts, and loss or damage while it is being transported by sea (including loading and unloading) between any ports in the countries covered by this Policy.</p> <p>We may at our sole discretion:</p> <ul style="list-style-type: none"> • repair or replace the Vehicle or any part of it using a repair service of our choice; or • pay a cash amount for the loss or damage to the Vehicle, not exceeding the amount our repair service states it would cost to repair or replace your Vehicle.

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<p>Section 1 – Loss of or damage to the Vehicle</p> <p>PLEASE NOTE: you may not have this cover on your Policy – please check your current Policy schedule wording to establish if this cover applies to your Policy.</p>	<p>Windscreen damage</p> <p>We will pay for loss of or damage to the glass in your Vehicle’s windscreen or any other Vehicle window (not including the sunroof) and any scratching on the bodywork as a result of the breakage.</p> <p>We may:</p> <ul style="list-style-type: none"> • repair or replace the windscreen; or • pay a cash amount for the loss or damage. <p>If you use our aligned windscreen repairers (phone 1890 666 888 for our current list of aligned repairers) for the replacement or repair, there is no limit. If you use any other windscreen repairer, there is a limit of €225.</p> <p>Any payment will not affect your no-claim discount (see page 7), and we will not ask you to pay any Excess if you claim.</p>	<p>Windscreen damage</p> <p>We will pay for loss of or damage to the glass in your Vehicle’s windscreen or any other Vehicle window (not including the sunroof) and any scratching on the bodywork as a result of the breaking of the windscreen or any such Vehicle window.</p> <p>We may at our sole discretion:</p> <ul style="list-style-type: none"> • repair or replace the windscreen; or • pay a cash amount for the loss or damage <p>If you use our aligned windscreen repairers (Phone 1890 666 888 for our current list of aligned repairers) for the replacement or repair, there is no limit. If you use any other windscreen repairer, a limit of €225 will apply.</p> <p>Any payment will not affect your no-claim discount, and we will not ask you to pay any Excess if you claim.</p>
<p>Section 1 – Loss of or damage to the Vehicle</p>	<p>Towing charges</p> <p>We will pay the reasonable cost of protecting and removing your Vehicle to the nearest repairer if, as a result of any loss or damage insured under this section, you cannot drive the Vehicle. We will also pay the reasonable cost of delivering it to you within the territories covered by this Policy after the repair, replacement, reinstatement or recovery. We will pay the reasonable cost of storing your Vehicle.</p>	<p>Towing charges</p> <p>We will pay the reasonable cost of protecting and removing your Vehicle to a repair service of our choice if, as a result of any loss or damage insured under this section, you cannot drive the Vehicle. We will also pay the reasonable cost of delivering it to you within the territories covered by this Policy after the repair, replacement, reinstatement or recovery. We will pay the reasonable cost of storing your Vehicle.</p>
<p>Section 1 – Loss of or damage to the Vehicle</p> <p>Exclusions to section 1</p>	<p>We will not pay for</p> <p>8 loss or damage to the Vehicle caused by any person whose driving is covered by the Certificate having a breath, blood or urine alcohol/drug level above the legal limit shown in the Irish Road Traffic Acts and any further regulations.</p>	<p>8 loss of or damage to the Vehicle where any person entitled to drive under the terms of the Certificate or any person using but not driving the Vehicle</p> <p>a) has at the time of the accident giving rise to a claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations; or</p> <p>b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim.</p>
<p>Section 1 – Loss of or damage to the Vehicle</p> <p>Exclusions to section 1</p>	<p>NEW exclusion number 9 has been added to</p> <p>Section 1 – Loss of or damage to the Vehicle</p> <p>Section of your Policy. This new exclusion reads as shown in the column to the right under the heading ‘Your new Policy wording from this renewal’</p>	<p>We will not pay for</p> <p>9 loss of or damage to the Vehicle caused by incorrectly fuelling the Vehicle, the use of substandard or contaminated fuel, lubricants or parts;</p>

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<p>Section 1 – Loss of or damage to the Vehicle</p> <p>Exclusions to section 1</p>	<p>NEW exclusion number 10 has been added to Section 1 – Loss of or damage to the Vehicle Section of your Policy. This new exclusion reads as shown in the column to the right under the heading ‘Your new Policy wording from this renewal is’</p>	<p>We will not pay for</p> <p>10 any loss of or damage to the Vehicle, which does not arise from an accidental, sudden or unforeseen cause;</p>
<p>Section 1 – Loss of or damage to the Vehicle</p> <p>Exclusions to section 1</p>	<p>NEW exclusion number 11 has been added to</p> <p>Section 1 – Loss of or damage to the Vehicle</p> <p>Section of your Policy. This new exclusion reads as shown in the column to the right under the heading ‘Your new Policy wording from this renewal is’</p>	<p>We will not pay for</p> <p>11 loss or damage arising from confiscation or destruction by or under order of An Garda Siochana or any public authority.</p>
<p>Section 4 - Endorsements</p> <p>PLEASE NOTE: you may not have this cover on your Policy – please check your current Policy schedule wording to establish if this cover applies to your Policy.</p>	<p>E29 Optional no-claim discount step-back</p> <p>If you make a single claim or one arises during any Period of Insurance, we will reduce your no-claim discount at renewal as follows. 50% to 15% 35% to 5% 25% or less to nil You must pay an extra premium for this cover.</p>	<p>E29 Optional no-claim discount step-back</p> <p>If you make a single claim or one arises during any Period of Insurance, we will reduce your no-claim discount at renewal as follows. 50% to 15% 35% to 5% 25% or less to nil Your no-claim discount is only protected on the Policy on which this optional cover is purchased. You must pay an extra premium for this cover.</p>
<p>Section 4 - Endorsements</p> <p>PLEASE NOTE: you may not have this cover on your Policy – please check your current Policy schedule wording to establish if this cover applies to your Policy</p>	<p>E52A Optional protected no-claim discount applies</p> <p>You may make up to two unlimited claims in a three year period without losing your no-claim discount. We will not take account of claims for windscreen breakage or fire or theft for the purposes of this Endorsement. You must pay an extra premium for this cover.</p>	<p>E52A Optional protected no-claim discount applies</p> <p>You may make up to two unlimited claims in a three year period without losing your no-claim discount. We will not take account of claims for windscreen breakage or fire or theft for the purposes of this Endorsement. Your no-claim discount is only protected on the Policy on which this optional cover is purchased. You must pay an extra premium for this cover.</p>
<p>Section 4 - Endorsements</p> <p>PLEASE NOTE: you may not have this cover on your Policy – please check your current Policy schedule wording to establish if this cover applies to your Policy.</p>	<p>E52B Optional protected no-claim discount with step-back applies</p> <p>You may make up to two unlimited claims in a three year period without losing your no-claim discount. We will not take account of claims for windscreen breakage or fire or theft for the purposes of this Endorsement. For subsequent claims, no-claim discount step back applies (E29). You must pay an extra premium for this cover.</p>	<p>E52B Optional protected no-claim discount with step-back applies</p> <p>You may make up to two unlimited claims in a three year period without losing your no-claim discount. We will not take account of claims for windscreen breakage or fire or theft for the purposes of this Endorsement. For subsequent claims, no-claim discount step back applies (E29). Your no-claim discount is only protected on the Policy on which this optional cover is purchased. You must pay an extra premium for this cover.</p>

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<p>Section 4 - Endorsements</p> <p>PLEASE NOTE: you may not have this cover on your Policy – please check your current Policy schedule wording to establish if this cover applies to your Policy.</p>	<p>E57 Windscreen damage – third party fire and theft</p> <p>We will extend the cover under this Policy to pay for loss of or damage to the glass in your Vehicle’s windscreen or any other Vehicle window (not including the sunroof) and any scratching on the bodywork as a result of the breakage.</p> <p>We may repair or replace the windscreen or pay a cash amount for the loss or damage. If you use our aligned windscreen repairers (phone 1890 666 888 for our current list of aligned repairers) for the replacement or repair, there is no limit. If you use any other windscreen repairer, there is a limit of €225.</p> <p>Any payment will not affect your no claim discount (see page 7), and we will not ask you to pay any Excess if you claim. You must pay an extra premium for this</p>	<p>E57 Windscreen damage – third party fire and theft</p> <p>We will pay for loss of or damage to the glass in your Vehicle’s windscreen or any other Vehicle window (not including the sunroof) and any scratching on the bodywork as a result of the breaking of the windscreen or any such Vehicle window.</p> <p>We may at our sole discretion:</p> <ul style="list-style-type: none"> • repair or replace the windscreen; or • pay a cash amount for the loss or damage <p>If you use our aligned windscreen repairers (Phone 1890 666 888 for our current list of aligned repairers) for the replacement or repair, there is no limit. If you use any other windscreen repairer, a limit of €225 will apply</p> <p>Any payment will not affect your no-claim discount, and we will not ask you to pay any Excess if you claim. You must pay an extra premium for this cover.</p>
<p>Section 5 - Breakdown Rescue</p>	<p>2 Towing</p> <p>We will cover the cost of towing the Vehicle to:</p> <ul style="list-style-type: none"> • the nearest competent repairer; <p>or</p> <ul style="list-style-type: none"> • your own garage; <p>whichever is closer up to a limit of 48 kilometres (or 30 miles) from the breakdown site.</p> <p>We do not cover towing where the Vehicle is more than 3,500 kilograms, when loaded.</p>	<p>2 Towing</p> <p>In the event you cannot drive the Vehicle as a result of a mechanical breakdown, we will cover the cost of towing the Vehicle using our roadside assistance network to the closest of either:</p> <ul style="list-style-type: none"> • the nearest competent repairer; <p>or</p> <ul style="list-style-type: none"> • your own garage; <p>up to a limit of 48 kilometres (or 30 miles) from the breakdown site.</p> <p>In the event you cannot drive your Vehicle as a result of an event we insure under ‘Section 1 - loss of or damage to the Vehicle’, we will only cover the reasonable costs of protecting and removing the Vehicle through our roadside assistance network to a:</p> <ul style="list-style-type: none"> • repair service of our choice. <p>We do not cover towing where the Vehicle is more than 3,500 kilograms, when loaded.</p>