

# yojo

INSURANCE



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# Key Questions

## When should I report an incident to you?

To notify us of an accident or incident, irrespective of whether you intend to claim, please telephone 0333 323 2619 immediately.

It is imperative that you report any accident or incident to us immediately after its occurrence, even if you do not intend to make a claim under this policy. If you do report any accident or incident to us immediately, we will waive 50% of any quoted applicable excesses, as reporting the claim to us as early as possible allows us to use our suppliers to manage the claim and hence keep costs to a minimum. Failure to report any incidents or to co-operate with us about an incident may result in your policy being cancelled.

## How do I complain?

If you need to complain, please call us on 0333 009 6717.

If we cannot sort out the differences between you and us, you can take the matter to the Financial Ombudsman Service (FOS). Their address is: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Phone: 0800 023 4567 or 0300 123 9123. You can visit the FOS website at [www.fos.org.uk](http://www.fos.org.uk). The FOS will contact us for you. The FOS will tell you its decision direct. Being referred to the FOS will not affect your legal rights. If you are a business and for any reason your complaint falls outside of the jurisdiction of the FOS, then we will still respond to your complaint but if we cannot sort out the differences between us you will not be able to refer the matter to the FOS. However, this will not affect your legal rights.

Alternatively you can use the Online Dispute Resolution Platform (ODR) <http://ec.europa.eu/consumers/odr>. In addition, you may be able to refer your complaint to:

Office of the Arbiter for Financial Services, 1<sup>st</sup> Floor, St Calcedonius Square, Floriana, FRN 1530, Malta, telephone (+356) 212 49245, if you are not satisfied with our final response or we have not responded within fifteen (15) working days. You will have to pay EUR 25.00 at the time of making your complaint to the Arbiter to use this service. The Office of the Arbiter for Financial Services considers that a 'complaint' refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms 'person' does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint. For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit <https://financialarbiter.org.mt/en/Pages/Home.aspx>

## Who are you regulated by?

Yoyo Insurance is a trading name of Cogent Insurance Services Limited. Cogent Insurance Services Limited is an Intermediary who underwrite and place policies with various insurers. Cogent Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (no. 762246). Registered office: 1<sup>st</sup> Floor, 4 High Court, Leeds, LS2 7ES. The insurer for your policy will be shown on your Certificate of Motor Insurance.

Section 11 – Motor Legal Expenses is underwritten by Financial & Legal Insurance Company Limited. Financial & Legal Insurance Company Limited is registered at 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3EW under number 3034220 in England and Wales. Financial & Legal Insurance Company Limited is authorised by the Financial Conduct Authority and Regulated by the Prudential Regulation Authority under number 202915. Details can be found at <https://register.fca.org.uk/>

## What is the Financial Service Compensation Scheme (FSCS)?

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk).

## Am I covered if I leave my car unlocked or leave my keys in the car?

We will not pay any claim under any circumstances (including for theft) if your car is:

- left unlocked; or
- left with keys or key fobs in, on, or attached; or
- left with the engine running; or
- left with a window or roof open.

This applies no matter how briefly any one of these occurs.

## How much will you pay if my car is damaged?

If your car is damaged, we will pay the cost of repairing or replacing your vehicle up to its UK market value. This is the current value of the vehicle at the time of the claim – and it may be different to the amount you paid for your car or any amounts we spoke about when you insured your vehicle with us.

## Am I covered if I drive other cars?

No, we do not extend cover to drive any other vehicle, except those explicitly stated in your certificate of motor insurance. This policy wording will state which sections this applies to.

## Am I covered if I am over the legal limit for alcohol or drugs?

This policy will not provide cover for any loss, any damage or any liability, whatsoever whilst your car is being driven by or in the charge of a driver described on your Certificate of Motor Insurance as an insured driver, or any person if they are driving with an alcohol level in excess of the legal limit; driving whilst unfit through drink or drugs; whether prescribed or otherwise; or, fail to provide a blood, urine or breath specimen when required to do so, without lawful reason.

## What is the Yoyo Amigo?

Your Yoyo Amigo is our telematics insurance device. It's designed to capture how, when and where your car is driven, based on driver monitoring technology. We use the Yoyo Amigo to understand your driving style and give you feedback. Further details can be seen in the Yoyo Amigo section in this policy wording.

## What should I do if my details change?

Please advise us immediately by calling 0333 009 6717 should any of your information change. Failure to provide correct and complete information to the best of your knowledge and belief or failure to inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.

Specifically, you must tell us if any of the following details change before you need cover to start:

- you change your car; or
- you modify your car; or
- you change the use of your car (e.g. change from social domestic and pleasure to business use); or
- you wish to add other drivers on to your policy; or
- you wish to increase your cover (e.g. change from third party only to comprehensive).

You must also tell us as soon as possible if any of the following details change:

- the address where you normally keep your car; or
- if you, or anyone covered by this policy change jobs, including part time jobs; or
- if you, or anyone covered by this policy passes their UK driving test.

Any change during the period of insurance may result in an additional or return premium.

You must also tell us before the next renewal date (or at the time you are making any of the changes already mentioned) if you or anyone covered by this policy have:

- had insurance cancelled by an insurer. This includes a policy declared null and void (as though it has never existed), a renewal declined by an insurer or a policy cancelled by an insurer due to, but not restricted to, non-payment, fraud or misrepresentation; or
- had any accidents, thefts or losses (whether a claim was reported or not and regardless of blame); or
- had any motoring offences including convictions, endorsements, penalty points, fixed penalties (excluding parking penalties), speed camera offences, disqualifications or criminal prosecutions pending.

Failure to provide correct and complete information to the best of your knowledge and belief or failure to inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.

## How does my no claims discount (NCD) work?

If no claim is made against your policy, your renewal premium will be adjusted in accordance with our NCD scale applicable at the renewal date. However, if a claim is made against your policy, we may reduce your NCD. How we do this is detailed below:

NCD at the start of the period of insurance:	NCD at the next renewal date following:		
	1 claim	2 claims	3+ claims
0 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil
2 years	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5, 6, 7, 8 or 9 years	3 years	1 year	Nil

# Yoyo Amigo

Your Yoyo Amigo is the device which you have agreed to have fitted to your car as a condition of this policy. Reference to Yoyo Amigo in this section refers to either a professionally installed or a self-installed device

Before your Yoyo Amigo can be installed you must ensure that you have the agreement of anyone with a legal interest in the insured car to its installation (for example lease hire).

If you change your car, a new Yoyo Amigo will need to be installed into your new car. You will be charged a one-off fee for the new Yoyo Amigo, the details of these fees are included in our terms of business. If you decline to pay the one-off fee for a change of car your policy will be cancelled.

We will arrange for your Yoyo Amigo to be sent out to you or one of our installers to contact you to arrange a convenient time for the installation which must take place within 14 days of the start of the policy or within 14 days of the change of vehicle otherwise your policy may be cancelled.

If we ask, you must allow us or our selected installer access to your car to retrieve the Yoyo Amigo in the event you cancel or do not renew your policy. If you request for the Yoyo Amigo to be removed we will charge you for this, as outlined in our terms of business.

The Yoyo Amigo remains the property of Cogent Insurance Services Limited.

If any damage is directly caused to the insured vehicle when your Yoyo Amigo is installed by one of our installers, it will be repaired at no cost to you. Please note however we will not be responsible for any depreciation in the value of the insured vehicle caused by installation.

If you maliciously damage your Yoyo Amigo, tamper or interfere with it, or you deliberately prevent it from working, your policy may be cancelled, or you may be charged for the installation of a new device. In the event the installation of a new Yoyo Amigo is permitted but you fail to pay, your policy will be cancelled.

Should your Yoyo Amigo develop a fault, you must allow access to the insured vehicle, within 7 days of being notified, to enable your new Yoyo Amigo to be installed. If you do not allow access to the insured vehicle within this timescale, your policy may be cancelled.

Your Yoyo Amigo will measure and transmit various aspects of how the insured vehicle is driven – your driver behaviour and driving data. We will attempt to capture driving data continually during the period of insurance. If driving data is not collected for any reason, your driver behaviour for this period may not be recorded. This will not affect your cover providing the reasons for such data failure is the result of:

- the insured vehicle being driven into an area not covered by your Yoyo Amigo or where it is unable to operate; or
- your Yoyo Amigo developing a fault which is not caused or developed by tampering, interference or malicious behaviour by you; or
- damage by an event covered by your policy.

If you allow other person(s) to drive your vehicle their driving behaviour will be captured and measured by us and your insurer(s) which may affect your policy.

We will monitor and assess your Yoyo Amigo driving data continually to determine your driver behaviour. Your driver behaviour will not result in your premium being amended (neither increased nor decreased), other than at renewal.

In the event your driver behaviour is considered to be consistently or excessively poor, we may cancel your policy.

Assessments of your driver behaviour and decisions taken following such assessments will be at our sole discretion. Examples of poor driver behaviour (non-exhaustive):

- driving above speed limits;
- rapid acceleration;
- harsh braking;
- harsh or fast cornering.

# Your Policy Wording

## Introduction

This policy booklet gives full details of your cover.

You should read it along with all your other documentation. Please keep all your documents in a safe place.

Your policy is made up of:

- the statement of insurance;
- the policy wording, which is included in this document from this point onwards;
- the certificate of motor insurance;
- the schedule; and
- our terms of business.

We promise to always be fair and reasonable and to act quickly whenever you need to make a claim under this policy. If you feel we have not met this promise, we will do everything possible to deal with your complaint quickly and fairly.

This policy is evidence of the contract between you and the insurer, based on information you have given to us.

In return for receiving and accepting the premium, we will provide insurance under this policy for the sections which are applicable for the accident, injury, loss or damage which has happened in the territorial limits during the period of insurance.

Under European law, you and we may choose which law and jurisdiction will apply to this contract. English law will apply and any proceedings will be subject to the sole jurisdiction of the English courts, unless you and we agree otherwise.

We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs.

# Section 1 – Definitions

Wherever the following words or expressions appear in your policy, they have the meaning given here unless we say differently.

**Accessories** – parts or products specifically designed to be fitted to your car. We may treat some accessories as modifications, so please tell us about any alterations to your car.

**Approved repairer** – a repairer we have approved and authorised to repair your car following a claim under section 5.

**Approved windscreen repairer** – a repairer we have approved and authorised to repair or replace your windscreen or other areas of glass following a claim under section 6.

**Certificate of Motor Insurance** – the document which provides evidence that you have taken out the insurance you must have by law. It identifies who can drive your car and the purposes for which your car can be used.

**Convertible** – these are motor vehicles in which the roof is removable and/or can retract and are often referred to as cabriolets, roadsters and/or soft/hard tops.

**Convictions** – these include all motoring convictions, penalty points, fixed penalties, speed camera offences and disqualifications.

**Driver behaviour** – The following non-exhaustive list of data collected from your Yoyo Amigo, which will be subsequently assessed for the purposes of determining the premium payable or terms and conditions applicable under this policy as well as general statistical analysis:

- acceleration;
- speed;
- braking frequency and severity;
- manoeuvres during your journeys;
- distances travelled;
- times and dates, plus the routes of journeys you take (e.g. motorways);
- your car's location.

**Excess, excesses** – the amount(s) you must pay towards any claim.

**Hazardous goods** – goods or substances referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), i.e. explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which, in contact with water, emit flammable gases, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material and corrosive substances.

**Hazardous locations** – power stations, nuclear installations or establishments, refineries, bulk storage or production premise in the oil, gas or chemical industries, bulk storage or production premises in the explosive, ammunition or pyrotechnic industries, Ministry of Defence premises and Military bases – other than in any area designated for access or parking by the general public.

**Imported car** – a car that may have been registered in the UK, but which was not originally built to be sold in the UK.

**Loss of any limb** – severance at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

**Market value** – the cost of replacing your car with another of the same make and model and of a similar age and condition at the time of the accident or loss.

**Misfuelling** – the accidental filling of the fuel tank with inappropriate fuel for your car.

**Modifications** – any changes to your car's standard specification which were not part of your car's specification when it was first registered. These include, but are not restricted to, changes to the appearance and/or the performance of your car (including wheels, suspension, bodywork and engine) and include changes made to your car by the previous owner(s).

**Statement of insurance** – the document recording the statements made and information you gave, or which was given for you when you bought your policy.



**Partner** – your husband, wife or someone you are living with as if you are married to them.

**Period of insurance** – as shown on the certificate or schedule.

**Policy** – this policy booklet, schedule, statement of insurance, certificate and terms of business.

**Road Traffic Act** – 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.

**Schedule** – the document that identifies the policyholder and sets out details of the cover your policy provides.

**Terms and conditions** – all terms, exceptions, conditions and limits which apply to your policy.

**Terms of business** – the document which details the terms of business under which we issue our policies, such as fees and charges which apply for various transactions you ask us to undertake.

**Territorial limits** – in all sections except section 11 this means Great Britain, Northern Ireland, the Isle of Man and The Channel Islands including transit by sea, air or land within and between these places.

**Track day** – when your car is driven on a racing track, on an airfield or at an off-road event.

**Trailer** – any form of trailer or trailer caravan that has been specially built to be towed by a motor car.

**We, us, our** – the insurer as defined on the certificate or our appointed partners.

**You, your** – the person named as the policyholder in the schedule.

**Your car** – the car described in the current schedule. In section 5 the term 'car' also includes its accessories and spare parts, as long as they are on or in the car

# Section 2 – General Conditions

## 2a. Providing accurate information

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

It is important to ensure that all information given to us, including relating to all drivers under the policy, is correct to the best of your knowledge. Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.

## 2b. Notification of accidents and losses

You must tell us as soon as possible about any incident which may lead to a claim under this policy. If you receive any notice of prosecution, inquest or fatal accident inquiry or you are sent a writ, summons, claim or letter, you must send it to us, unanswered, as soon as possible. This condition does not apply to section 11.

## 2c. Claims procedure – Our rights and your obligations

You must not admit liability for or negotiate to settle any claim without our written permission.

You must give us any information and help we need in relation to any incident you or your car is involved in.

We are entitled to:

- take over and carry out the negotiation, defence or settlement of any claim in your name, or in the name of any other person covered by this policy;
- take proceedings in your name, or in the name of any other person covered by this policy, to get back any money we have paid under this policy.

This condition does not apply to section 11.

## 2d. Administration Fee

If you make any temporary or permanent changes to your policy during the period of insurance you may have to pay an administration fee as well as any additional premium. An administration fee may apply even though an amendment results in a return of premium to you. Please refer to our terms of business for details of the administration fee.

## 2e. Cancellation and your Yoyo Amigo

If we ask, you must allow us or our selected installer access to your car to retrieve the Yoyo Amigo in the event you cancel (or do not renew) your policy.

## 2f. Cancellation by us

We have the right to cancel your policy at any time by giving you 7 days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you. Valid reasons may include but are not limited to:

- when we consider your driver behaviour to be consistently poor or on individual occasions excessively poor. (Assessments of your driver behaviour and decisions taking following such assessments will be at our sole discretion);
- if you fail to have your Yoyo Amigo fitted within the timeframe communicated to you when you arranged or changed your policy with us. Or any other reasons defined in the Yoyo Amigo section of this document;
- where you are required in accordance with the terms of this policy, to co-operate with us, or send us information or documentation and you fail to do so in a way that substantially affects our ability to process your claim, or deal with your policy;
- where there are changes to your circumstances which mean you no longer meet our criteria for providing motor insurance;
- where you have used threatening or abusive behaviour or language, or you have intimidated or bullied our staff or suppliers.

If we cancel your policy for reasons other than non-payment of premium (see section 2n), we will return the premium paid less the amount for the period the policy has been in force. If you have made a claim or if one has been made against you and we cancel your policy, we will return the premium paid, less a charge for the number of days for which cover has been given.

## 2g. Cancellation by you

You can cancel your policy at any time by telling us either over the phone or in writing. Cancellation can take effect immediately or from a later date, although it cannot be backdated to an earlier date. Cancelling the direct debit instruction does not mean you have cancelled the policy.

If you cancel before your policy is due to start, we will return any premium you have paid in full. If you cancel after your policy has started (including in the 14 day cooling off period) we will return any premium paid less a charge for the number of days for which cover has been given and any applicable fees. Full details of our fees can be found in our terms of business.

If you have made a claim or if one has been made against you during the period of insurance (regardless of whether you pay annually or by monthly instalments under a credit agreement) the full annual premium will be due. If you pay annually, this means no refund will be given. If you pay by instalments under a credit agreement you must pay to us:

- 1) all instalment payments that have already fallen due under the credit agreement and remain unpaid; and
- 2) the total remaining balance under the credit agreement.

If we agree to pay your claim and you have not paid the amounts due to us under (1) and (2) above, we may reduce the amount that we pay in settlement of your claim by the amount that you owe us. Alternatively, we may:

- 1) write to you asking you for the full payment;
- 2) take the balance from credit agreement that we have in place, or
- 3) take the balance from the card details that we have stored on our records.

## 2h. Cancellation on renewal

If you cancel before the new period of insurance (renewal) is due to start, we will return any premium paid in full.

If you cancel after the new period of insurance (renewal) has started (including in the 14 day cooling off period) we will return any premium paid less a charge for the number of days for which cover has been given and any applicable fees. Full details of our fees can be found in our terms of business.

If you have made a claim or if one has been made against you during the period of insurance (regardless of whether you pay annually or by monthly instalments under a credit agreement) the full annual premium will be due. If you pay annually, this means no refund will be given. If you pay by instalments under a credit agreement you must pay to us:

- 1) all instalment payments that have already fallen due under the credit agreement and remain unpaid; and
- 2) the total remaining balance under the credit agreement.

If we agree to pay your claim and you have not paid the amounts due to us under (1) and (2) above, we may reduce the amount that we pay in settlement of your claim by the amount that you owe us. Alternatively, we may:

- 1) write to you asking you for the full payment;
- 2) take the balance from credit agreement that we have in place, or
- 3) take the balance from the card details that we have stored on our records.

## 2i. Taking care of your car

You and any person who is covered by this policy, as defined in the certificate, must:

- make sure your car is roadworthy; and
- take all reasonable steps to protect your car and its contents from loss or damage; and
- make sure you keep property left in an open or convertible car in a locked boot or locked glove compartment; and
- allow us to examine your car at any reasonable time if we ask you.

## 2j. Car sharing

Your policy covers you for carrying passengers for social or similar purposes in return for payment. But it does not cover you if:

- your car is made or adapted to carry more than eight passengers (excluding the driver); or
- you are carrying the passengers as customers of a passenger-carrying business; or
- you are making a profit from the passengers' payments.

If you are not sure whether a car-sharing arrangement is covered by the terms of this policy, please contact us.

## 2k. Modifications to your car

You must tell us what modifications you intend to make and obtain our agreement prior to making them. Modifications are changes to your car's specification, which were not included when it was first registered. These include, but are not restricted to, changes to the appearance and/or the performance of your car (including wheels, suspension, bodywork and engine).

Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or claims being rejected or not fully paid.

## 2l. Fraud

You must be honest in your dealings with us at all times.

If you, any person insured under this policy or anyone acting on your behalf attempts to deceive us or knowingly makes a fraudulent, false or exaggerated claim, we have the right to cancel your policy, refuse claims and retain any premium paid. We may recover from you any costs we have incurred, including the costs of investigating the claim.

We will not pay a claim that is in any way fraudulent, false or exaggerated. We will also not deal with any claims following discovery of this behaviour regardless of when the claims occurred.

In addition, we have the right to cancel any other products you hold with us and share information about your behaviour with other organisations to prevent further fraud. We may also involve the relevant authorities who are empowered to bring criminal proceedings.

## 2m. Other insurance

If you have other insurance which covers the same loss, damage or liability, we will not pay more than our share of your claim. This does not apply to personal accident cover (see section 9).

## 2n. Non-payment of premium

If you have not paid your premium or we have been unable to collect your premium on the date it is due, we will write to you in order to give you the opportunity to make the payment(s). If the premium remains unpaid by the date we set out in our letter, we will give you 7 days' notice that we will cancel your policy and inform you in writing when this cancellation has taken place.

If you have made a claim, or one has been made against you before the date that we cancel the policy you must pay to us;

1) all payments that have already fallen due either under the credit agreement or not and remain unpaid; and  
2) the total remaining balance under the credit agreement.

If we agree to pay your claim and you have not paid the amounts due to us under (1) and (2) above, we may reduce the amount that we pay in settlement of your claim by the amount that you owe us.

Alternatively, if you are in arrears at the time of the claim, we may refuse your claim

## 2o. People involved in this contract

This contract is between you and us. Nobody else has any rights they can enforce under this contract except those they have under the Road Traffic Act.

## 2p. Automatic renewal

When your policy is due for renewal, we may offer to renew it for you automatically using the payment details you have already given, unless we or you have advised otherwise. We will write to you at least 14 days before your policy ends and before taking any payment to confirm your renewal premium and policy terms and conditions. If you do not want to renew your policy, you must call us before your renewal date to let us know.

It is not possible to offer automatic renewal in all circumstances, for example we may need to discuss your renewal invite with you or your payment method may change. Your renewal invite will advise if your policy will be automatically renewed or if you need to call us. If we are unable to offer renewal terms we will write to you at your last known address to let you know.

## 2q. Vehicle registration

To be covered by this policy your car must be registered in the UK.

# Section 3 – General Exceptions

## What is not covered

These exceptions apply to every section of this policy, unless explicitly stated otherwise.

You are not covered for any of the following:

### 3a. Who uses your car

We will not cover any injury, loss, damage or liability which takes place while your car is being:

- driven by any person not described as entitled to drive by the certificate or schedule; or
- used for any purpose not allowed by the certificate or schedule; or
- driven by someone who does not have a valid driving licence or is disqualified from holding or obtaining such a licence or is breaking the conditions of their driving licence.

This exception does not apply if your car is:

- with a member of the motor trade for maintenance or repair; or
- stolen or taken away without your permission; or
- being parked by an employee of a car-parking service.

### 3b. Contracts

We will not cover any legal liability that arises as a result of you entering into any agreement or contract, unless you would have been liable even without such an agreement or contract.

### 3c. Radioactivity

We will not cover any loss or damage to property, or any direct or indirect loss, expense or liability caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

### 3d. War

We will not cover any injury, loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to or arising from war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority except as is strictly required under the Road Traffic Act.

### 3e. Riot

We will not cover any loss or damage caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to section 4 of this policy.

### 3f. Use on airfields

We will not cover any injury, loss, damage or liability caused by using your car in any area where aircraft are normally found to be landing, taking off, moving or parked.

### 3g. Pollution

We will not cover any injury, loss, damage or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance.

### 3h. Recovery of seized cars

We will not cover securing the release of a motor car, other than your car, which has been seized by, or on behalf of, any government or public authority.

### 3i. Use on Nürburgring Nordschleife

We will not cover any injury, loss, damage or liability whilst your car is being used or driven on the Nürburgring Nordschleife.

### 3j. Hazardous goods

We will not cover any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by carrying any hazardous goods.

### 3k. Hazardous locations

We will not cover any damage or liability caused by using your car in a hazardous location.

### 3l. Drink and Drugs

We will not cover any loss, damage or any liability, whatsoever whilst your car is being driven by or in the charge of a driver described on your Certificate of motor insurance as an insured driver and:

- is found to be over the legal limit for alcohol or drugs
- is driving whilst unfit through drink or drugs, whether prescribed or otherwise
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

No cover under the policy will be provided and instead, liability will be restricted to meeting the obligations as required by the Road Traffic Act. In those circumstances, we will recover from you or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgement, of any claim arising from the accident.

### 3m. Terrorism

We will not cover any loss, damage or any liability, whatsoever arising out of acts of terrorism as defined in the Terrorism Act 2000 except as is strictly required under the Road Traffic Act.

### 3n. Sanctions

We will not cover any loss, damage or any liability whatsoever or provide any benefit under this policy to the extent that covering any such loss, damage or liability or providing such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

### 3o. Criminal Purposes

We will not cover any loss, damage, or any liability whatsoever whilst your car is being driven by or in the charge of a driver described on your Certificate of motor insurance as an insured driver and is found to be using your car for criminal purposes, except as is strictly required under the Road Traffic Act.

# Section 4 – Liability to others

## What is covered

### 4a. Cover for you

We will cover you for your legal liability to other people arising from an accident which involves your car and:

- you kill or injure someone; and/or
- you damage someone else's property.

The cover under this section of the policy is extended to you while any vehicle covered by this policy is towing a trailer or broken-down car.

### 4b. Driving other cars

If your certificate of motor insurance explicitly says so, this policy provides the same cover as above in 4a when you are driving any other motor car as long as you do not own it, or it is not registered to you, or is not hired to you under a hire-purchase or leasing agreement, or being kept by you in connection with your employer's business.

### 4c. Cover for other people

We will also provide the cover under section 4a for:

- anyone driving your car with your permission, as long as your certificate of motor insurance shows that they are allowed to drive your car; or
- anyone you allow to use but not drive your car; or
- anyone who is in or getting into or out of your car; or
- the employer or business partner of anyone allowed to drive your car according to your certificate of motor insurance while your car is being used for business purposes provided also that your certificate of motor insurance allows business use; or
- the legal personal representative of anyone covered under this section if that person dies.

### 4d. Legal Costs

If there is an accident covered by this policy, we have the option entirely at our discretion to pay the reasonable legal costs and/or expenses to defend or represent you or any driver covered by this policy:

- at a coroner's inquest or fatal accident inquiry; and/or
- in criminal proceedings arising out of the accident.

We must agree to all legal costs and/or expenses beforehand. If we agree to pay such legal costs and/or expenses, we will advise you as to the extent of any assistance we will give.

### 4e. Emergency medical treatment

We will pay for emergency treatment fees as set out in the Road Traffic Act.

### 4f. Payments made outside the terms of the policy

If we must make a payment because the laws of any country require us to do so, we may recover from you, or the person who is liable any payment that is not covered by this policy. This includes any amount that we would not otherwise be required to pay as a result of your failure to provide accurate information.

## What is not covered

We will not cover:

- loss of or damage to any car you drive or any trailer or broken-down car you tow;
- anyone who has other insurance covering the same liability;
- death or injury to anyone while they are working with or for the driver of the car; except as set out in the Road Traffic Act;
- damage caused by any driver insured by this policy to any property they own or are responsible for;
- liability for more than £20,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event; the limit of £20,000,000 comprises
  - up to £15,000,000 for damage to property belonging to other people; and
  - up to £5,000,000 for legal costs relating to dealing with a claim in relation to property belonging to other people;
- legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences;
- any injury, legal liability, loss or destruction of or damage to any property or any associated loss or expense that arises directly or indirectly from:
  - grinding, cutting, welding or soldering operations; and/or
  - use of blow lamps or torches on or in your car;
- any damage, fire or theft to the car you are driving under 4b above;
- liability if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence;
- any liability for death or injury to any employee in the course of their employment by anyone insured by this policy if the employer is covered by an employer's liability policy except as required by the Road Traffic Act;
- death or injury to any person being carried in or on or getting in or out of a trailer or broken-down car you tow;
- any loss of or damage to property being carried in or on a trailer or broken-down car you tow;
- any claim for pollution or contamination, unless it is caused by a sudden identifiable event which was unintended and unexpected and happened at one specific time and place;
- any amount over £1,200,000 for any one pollution or contamination event.

In addition to these exclusions, under 4a above the cover will not be extended to you while any vehicle covered by this policy is towing a trailer or broken-down car, if:

- the towing is not allowed by law; or
- the trailer or broken-down car is not attached properly by towing equipment made for this purpose; or
- the trailer or broken-down car is being towed for hire or reward.

In addition to these exclusions, cover under 4b above does not apply if:

- you do not have the owner's permission to drive the car; or
- the car is not registered in and being driven in the territorial limits; or
- you do not still have your car, or it has been stolen and not recovered; or damaged beyond cost-effective repair; or
- there is not a current or valid certificate of motor insurance held for the other car in accordance with the Road Traffic Act; or
- the other car has been seized by, or on behalf of, any government or public authority.



# Section 5 – Loss of or Damage to your car

## What is covered

If your car is lost or damaged, as a result of accidental or malicious damage, by vandalism or as a result of theft, attempted theft, fire, lightning, self-ignition or explosion, we have the option to:

- pay to repair the damage; or
- repair the damage ourselves; or
- replace what is lost or damaged, if this is more cost-effective than repairing it; or
- settle your claim by sending you a cheque or by bank transfer.

## 5a. The most we will pay

We will not pay more than the market value of your car at the time of the loss (less any excess that may apply).

## 5b. Hire-purchase, leasing and other agreements

If your car is currently on a hire purchase, finance or leasing agreement, you must inform us of this and we will settle the claim by paying the legal owner. We will only pay you any remaining balance if ownership of your car is to be transferred to you at the end of the hire purchase or financing agreement.

## 5c. Parts

We may decide to repair your car with parts which have not been made by your car's manufacturer, but which are of a similar standard, including recycled parts. If any part or accessory is not available, the most we will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list (plus reasonable fitting costs).

## 5d. Removing and delivering your car

If your car cannot be driven as a result of loss or damage covered under this policy, we will pay the reasonable cost of taking it to the nearest suitable repairer. We will also pay the reasonable cost of delivering your car to you at the address shown in the schedule after it has been repaired. We may put your car in safe storage, before it is repaired, sold or taken for scrap. We will pay the reasonable cost of storage. Following an accident, we will help you and your passengers make arrangements to get home, to your original destination or take you to a safe place.

## 5e. Repairs

If our approved repairers carry out the repairs, you do not need an estimate. Repairs carried out by our approved repairers are guaranteed for three years unless you sell your car. You can arrange for reasonable and necessary repairs to be carried out at a repairer of your choice. However, you must give us full details of the incident and we must approve the detailed repair estimate before the work begins. If the repairs are not carried out by our approved repairers, they are not guaranteed by us even though we may pay for those repairs directly. If you choose to use our approved repairers, lower excesses may apply to your policy, please refer to the schedule for details.

## 5f. Uneconomical repairs

If your car is uneconomical to repair (written off) and we decide to settle your claim on that basis, you still owe the full yearly premium (regardless of whether you pay annually or by monthly instalments under a credit agreement) as we will have met all our responsibilities to you under the policy. If we decide to settle your claim on this basis, your car will become our property and you must send us or hand over to our salvage supplier the registration document, keys and any MOT certificate and servicing history. All cover will then end unless we agree differently.

We will not refund any of your premium if you pay annually. If you pay by instalments under a credit agreement you must pay to us (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement.

If we agree to pay your claim and you have not paid the amounts due to us under (1) and (2) above, we may reduce the amount that we pay in settlement of your claim by the amount that you owe us. Alternatively, we may; (1) write to you asking you for the full payment; (2) take the balance from credit agreement that we have in place or (3) take the balance from the card details that we have stored on our records.

## 5g. Courtesy cars

This policy also covers loss or damage to any courtesy car our approved repairer provides to you while any damage to your car is being repaired. The provision of a courtesy car is subject to availability and the approved repairers terms and conditions. In addition, the terms, conditions and excesses of your policy remain in force for the courtesy car.

### What is not covered

We will not cover:

- the sum of all excesses shown on the schedule. These may include the 'own damage' excesses and 'young or inexperienced driver' excesses if these apply. An inexperienced driver is a person who has held a full driving licence for less than one year. Note that lower excesses may apply if you report any incident or accident occurring under this policy to us immediately, please refer to the schedule for details;
- loss of or damage caused by wear and tear or depreciation;
- any part of a repair or replacement which improves your car or its accessories beyond its condition before the loss or damage took place;
- any damage to tyres caused by braking, punctures, cuts or bursts not as a direct result of an accident;
- any damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;
- any deliberate damage caused to your car by anyone insured under this policy or by any person acting on their behalf;
- loss of use or other indirect loss such as travel costs or loss of earnings;
- loss of or damage to any trailer or vehicle, or their contents, while being towed by your car;
- any amount over that shown in the schedule for loss of or damage to permanently fitted in-car audio, television, DVD player, phone, CB radio, games-console or electronic-navigation equipment (if the equipment is part of your car specification when first registered, we will provide unlimited cover);
- loss of or damage to any speed assessment detection device;
- loss of or damage due to any government, public, local or legal authority legally taking, keeping or destroying your car;
- any reduction to the market value of your car as a result of it being repaired;
- loss of or damage to your car as a result of someone acquiring it by fraud, trickery, deception or opportunism while pretending to be a buyer or pretending to act on behalf of a buyer;
- loss of or damage caused by theft or attempted theft if the keys and/or other devices which unlock your car and/or enables your car to be started and driven are left in or on your car which is unattended no matter how briefly, or if your car has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked) no matter how briefly;
- loss of or damage if any security or tracking device, which we insist is fitted to your car, has not been set or is not in full working order;
- loss or damage if the network subscription, for any tracking device which we insist is fitted to your car, is not current and operable;
- loss of or damage as a result of accidental or malicious damage or vandalism if the schedule states the cover under this policy is third party fire and theft only;
- any loss or damage if the schedule states the cover under this policy is third party only;
- loss of or damage to keys, keyless entry system devices, lock or ignition activators, alarm or immobiliser activators, tapes, compact and mini discs, DVD's and other portable media storage devices;
- repairs, re-programming or replacement of any component, including locks on your car, resulting from the loss of or damage to your car's keys, keyless entry system device, lock or ignition activators or alarm or immobiliser activators;
- loss of or damage caused to your car, if at the time of the incident, it was under the custody or control of anyone with your permission who is not covered under this policy;
- loss of or damage to your car caused by malicious damage unless this has been reported to the police and a crime reference number obtained;
- any loss that is not directly associated with the incident that caused you to claim, unless expressly stated in this policy;
- loss of or damage resulting from incorrectly maintaining or from misfuelling your car or from the use of substandard fuel, lubricants or parts;
- the draining, flushing and replenishing of the fuel from your car, in the event of misfuelling;
- loss of or damage to your car caused by a person known to you taking the car without your permission, unless that person is reported to the police for taking your car without your permission;
- loss of or damage caused by any mechanical, electrical, electronic computer or computer software failures, breakdowns, faults or breakages, including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks;
- loss of or damage from taking your car and returning it to the legal owner;

- loss of or damage arising directly or indirectly from water freezing in the cooling system of your car;
- loss or damage caused by the process of cleaning, modification, repairing or restoring or by any gradually operating cause;
- any storage charges unless you tell us about them and unless we agree in writing to pay for them;
- any increase in damage as a result of your car being moved under its own power following an incident;
- costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the territorial limits;
- any amount over the cost shown in the manufacturer's latest price guide for any lost or damaged parts or accessories if such parts or accessories are not available;
- loss of or damage to in car audio, television, DVD player, phone, CB radio, games-console, or electronic navigation, unless these items are permanently fitted to your car;
- fire damage which is not caused by flames. Charring of overloaded wiring is not covered.

# Section 6 – Glass Damage

## What is covered

If the glass in the front windscreen, side, rear windows, or sunroof of the car is damaged during the period of insurance we will pay the cost of repairing or replacing it. We will also pay for any repair to the bodywork of your car that has been damaged by broken glass from the windscreen or windows.

A claim under this section only will not affect your no claims discount.

If you report any claim to us immediately and use our approved windscreen repairer, lower excesses may apply to your policy, please refer to the schedule for details.

## What is not covered

We will not cover:

- the glass excess shown in the schedule, unless the glass is repaired and not replaced in which case no excess applies. If you report any claim to us immediately and use our approved windscreen repairer, lower excesses may apply to your policy, please refer to the schedule for details;
- loss of use or other indirect loss such as travel costs or loss of earnings;
- damaged or broken glass in panoramic glass roofs;
- repair or replacement of the hood/roof structure of a convertible or cabriolet vehicle;
- repair or replacement of any glass that is part of a removable or folding convertible roof;
- repair or replacement of any windscreen or window not made of glass;
- the cost of importing parts or storage costs caused by delays where the parts are not available from stock within the territorial limits;
- any deliberate damage caused to your car by anyone insured under this policy or by any person acting on their behalf;
- any loss that is not directly associated with the incident that caused you to claim, unless expressly stated in this policy;
- any loss or damage if the schedule states the cover under this policy is not comprehensive.

# Section 7 – Personal Belongings

## What is covered

We will pay for loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on your car. If you ask us to pay someone else, we will have no further responsibility to you once we have done so.

## What is not covered

We will not cover:

- any amount for any one incident above the amount shown in the schedule;
- loss of or damage to money, credit or debit cards, stamps, tickets, vouchers, documents, securities (such as share and Premium Bond certificates), goods or samples carried in connection with any trade or business; or property insured under any other policy;
- loss or damage caused by wear and tear or depreciation;
- loss of, theft of or damage to property from an open or convertible car, unless the personal belongings were left in a locked boot or locked glove compartment;
- loss of or damage caused by theft or attempted theft if the keys and/or other devices which unlock your car and/or enables your car to be started and driven are left in or on your car which is unattended no matter how briefly, or if your car has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked) no matter how briefly;
- loss of or damage to any radar detection equipment;
- loss of or damage to telephone or other communication equipment;
- any loss or damage if the schedule states the cover under this policy is not comprehensive.

# Section 8 – Medical Expenses

## What is covered

We will pay medical expenses for each person injured if your car is in an accident, as long as there is no cover in force under any other insurance policy.

## What is not covered

We will not cover:

- any amount for any one incident above the amount shown in the schedule;
- any amount if the schedule states the cover under this policy is not comprehensive.

# Section 9 – Personal Accident

## What is covered

We will pay you or your legal representatives if you or your partner are accidentally injured while travelling in or getting into or out of your car (or any other private car that you do not own), and this injury alone results within three calendar months of the date of the accident, in:

- death; or
- total irrecoverable loss of sight in one or both eyes; or
- loss of any limb.

## What is not covered

We will not cover:

- any amount for any one incident above the amounts shown in the schedule for each type of loss;
- more than £10,000 in total per incident;
- death or injury to any person not wearing a seat belt when required to by law;
- any intentional self-injury or injury deliberately inflicted to or by your partner;
- any suicide or attempted suicide;
- any injury or death arising wholly or in part from any natural or inherent disease or medical condition;
- any injury or death to any person driving at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law;
- two claims if you or your partner has any other car insurance policy with us. We will only pay the benefit under one policy;
- any amount if the schedule states the cover under this policy is not comprehensive.

# Section 10 – Travelling Abroad

## What is covered

### 10a. Territorial limits

This policy provides the cover described in the schedule in the territorial limits and during journeys between these places.

### 10b. Using your car abroad

This policy also provides the minimum cover you need by law to use your car in those countries described in the certificate or on any Green Card you have received. Cover also applies while your car is being carried between sea or air ports or railway stations within these countries, as long as this travel is by a recognised sea, air or rail route.

You may not need an International Motor Insurance Card (Green Card) for visits to these countries, if you are unsure as to whether you need a Green Card, please call us.

### 10c. Customs duty

If you have to pay customs duty on your car in any of the countries covered in 8b because of repairs covered under this policy, we will pay these costs for you.

## What is not covered

We will not cover:

- anything above the minimum cover you need by law to use your car in those countries described in the certificate or on any Green Card you have received;
- any loss or damage occurring in any country not described in the certificate or on any Green Card you have received;
- any loss or damage outside of the territorial limits if the certificate allows a specific driver to drive any other vehicle;



# Section 11 – Motor Legal Expenses

This section only applies if it is shown on your schedule.

This section is underwritten by Financial & Legal Insurance Company Limited. Financial & Legal Insurance Company Limited is registered at 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3EW under number 3034220 in England and Wales. Financial & Legal Insurance Company Limited is authorised by the Financial Conduct Authority and Regulated by the Prudential Regulation Authority under number 202915. Details can be found at <https://register.fca.org.uk/>

This cover can be used to claim your uninsured losses if you and your car are involved in a road traffic accident with a moving vehicle, as defined by the Road Traffic Act, where someone else is to blame.

We will pay the costs to help you claim your uninsured losses from the person who was to blame for the accident.

Examples of what uninsured losses you may claim for include:

- compensation for your death or physical bodily injury;
- accident repair costs if you do not have comprehensive cover;
- damage to any belongings in your car that you are legally responsible for; or
- any other financial losses incurred as a direct result of the accident.

## How do I complain?

If you need to complain, please call us on 0333 009 6717.

If we cannot sort out the differences between you and us, You can refer your complaint to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that you and we agree on. If you and we cannot agree then we will ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final and whoever does not win will have to pay all costs and expenses.

## Definitions

The following definitions apply to this section and are in addition to those shown on pages 7 and 8 of the policy.

**Appointed representative** – the preferred law firm, solicitor, or other suitably qualified person appointed by us to represent you under section 11 of the policy.

**Costs** –

- All properly incurred, reasonable and proportionate legal fees, expenses and disbursements charged by the appointed representative and agreed by us. Legal fees, expenses and disbursements will be assessed on the standard basis or in accordance with any fixed recoverable costs scheme, if applicable.
- The fees incurred by your opponent which you are ordered to pay by a court and any other fees we agree to in writing.

**Court** – Court, tribunal or other suitable authority.

**Preferred law firm** – the law firm we choose to provide legal services. These legal specialists are chosen as they have the expertise to deal with your claim and must comply with our agreed service standards.

**Reasonable prospects of success** – We and the appointed representative agree that there is a better than 50% chance that you will:

- obtain a successful judgment; and
- recover your losses or damages or obtain any other legal remedy we agree to, including an enforcement of judgment, making a successful appeal or defence of an appeal.

**Terms of appointment** – a separate contract which we will require the appointed representative to enter into with us if the appointed representative is not a preferred law firm. This contract sets out the amounts we will pay the appointed representative under your policy and their responsibilities to report to us at various stages of the claim.

**Territorial limits** – any country which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.

**You, your** – the person named as the policyholder in the schedule, any authorised drivers as shown in the certificate and any passengers.

## What is covered

This cover can be used if you have a road traffic accident for which you are not to blame that involves your car. We will pay the costs to help you claim from the person who was responsible for the accident.

Cover will be provided under this section as long as:

- we and your appointed representative agree your claim has reasonable prospects of success for the duration of the claim; and
- at the time of the incident, your car is being used by a person identified in, and for a purpose allowed by, the certificate; and
- the incident happens within the territorial limits and during a period cover was in force; and
- any legal proceedings will be carried out within the territorial limits by a court.

Examples of what you may claim for include:

- compensation for your death or injury;
- loss of earnings;
- accident repair costs if you do not have comprehensive cover;
- damage to any property in your car which you own or are legally responsible for.

## What is not covered

Any claim arising from or relating to:

- costs that relate to the period before we accept your claim;
- fines, penalties, compensation or damages which you are ordered to pay by a court;
- a dispute with us about this section of the policy other than as follows. You can refer your complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that you and we agree

on. If you and we cannot agree then we will ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final and whoever does not win will have to pay all costs and expenses;

- loss or damage that is insured under another section of this policy or any other insurance policy;
- any appeal where we did not provide cover for the original claim; or
- incidents which begin before the cover started.

Any amount for all claims that arise from the same incident above £100,000 (including VAT), including any appeal or counterclaim.

Any claim where the schedule does not state that Motor Legal Expenses is included.

## Conditions applicable to this section

There are various conditions which apply to this section in addition to any general conditions:

### 11a. Observing the policy terms

You must comply with all the terms and conditions of this policy, take all reasonable precautions to minimise the cost of claims and to prevent a claim from happening. If our position is prejudiced as a result of you not observing any of the terms and conditions of this policy, we have the right:

- to refuse or withdraw from any claim;
- to refuse to pay costs we have already agreed to meet;
- to claim back from you costs that we have paid.

### 11b. Reporting your claim

You must report full and factual details of your claim to us within a reasonable time of it happening. You must send us any information that we ask for that is reasonable and relevant to your claim (you must pay any charges involved in providing this information).

### 11c. Choosing an appointed representative

You have the right to choose an appointed representative to safeguard your interests from the time you have the right to make a claim under this policy. This includes the right to choose the solicitor to serve your interest in any inquiry or proceedings or if a conflict of interests arises.

If you choose an appointed representative who is not a preferred law firm they must agree to act for you in line with our terms of appointment (you can ask us for a copy). Cover for their costs will only commence from the date they agree to our terms of appointment.

The appointed representative will enter into a separate contract of appointment directly with you. You will be responsible for costs incurred by the appointed representative which are not authorised by us.

### 11d. Co-operating with the appointed representative and us

If we ask, you must tell the appointed representative to give us any documents, information or advice that they have or know about. You must fully co-operate with the appointed representative and us, and not take any action that has not been agreed by your appointed representative or by us.

You must keep us, and the appointed representative continually and promptly informed of all developments relating to the claim and provide us and the appointed representative immediately with all information, evidence and documents that you have or know about. You must get our permission before instructing a barrister or an expert witness. We can contact the appointed representative at any time, and he or she must co-operate fully with us at all times.

### 11e. Barrister's opinion

If there are conflicting opinions over reasonable prospects of success you will be required to obtain an opinion from a barrister; the choice of the barrister needs to be agreed between you and us. You will be responsible for paying for the opinion unless it shows that your claim has reasonable prospects of success.

### 11f. Settling or ending your claim

You must tell us if anyone makes a payment into court or offers to settle your claim. You must not stop, settle, negotiate or withdraw from a claim or withdraw instructions from the appointed representative without our approval. We will not withhold our approval without good reason. If an appointed representative refuses to continue acting for you with good reason, or if you dismiss them without good reason, cover for your claim will end immediately unless we agree to appoint another appointed representative.

We can decide to settle your claim instead of starting or continuing your claim or legal proceedings. We will do this by paying you either:

- the compensation you are likely to be awarded by a court, if no offer of payment into court to settle your claim has been made. If your claim is not for damages, we may decide to settle your claim by paying you the equivalent financial value of your claim; or
- the difference between any offer or payment into court to settle your claim and the compensation you are likely to be awarded by a court.

We will only do this if the settlement we would have to pay you plus costs would be less than the compensation you are likely to be awarded by a court.

We can refuse to pay further costs if you do not accept an offer or payment into court to settle a claim which we or your appointed representative considers should be accepted. We can refuse to pay further costs if we or the appointed representative consider that those costs would be disproportionate to the value of the claim.

You must tell us if your claim no longer has reasonable prospects of success. We can refuse to pay further costs if your claim no longer has reasonable prospects of success.

### 11g. Assessing and recovering costs

We have the right to have costs certified by the appropriate professional body, audited by costs draftsmen we choose or assessed by a court. You must tell your appointed representative to claim back all costs that you are entitled to. If costs we have paid are recovered, you must refund them to us.

We and you will share any costs that are recovered where:

- we refused to pay further costs and you paid more costs to end your claim;
- you chose to pay the difference between the costs we offered to the appointed representative under our terms of appointment and the costs charged by the appointed representative.

We and you will each receive the same percentage of the recovered costs as originally paid.

# Other Information

## Privacy

We take great care to ensure that your information is kept safe and secure and we understand the importance of not only maintaining your privacy but keeping your personal information secure so that you are protected, and we are committed to complying with the requirements of the General Data Protection Regulation 2018, as well as any other data protection laws or regulations that might come into effect in the United Kingdom from time to time. To read our most up to date Privacy Notice please go to: <https://yoyo-insurance.co.uk/privacy-policy>

## Can we help?

Find answers at

<https://yoyo-insurance.co.uk/policy-other-information>

## Claims helpline

0333 323 2619

## Customer services

0333 009 6717

Yoyo shall also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.