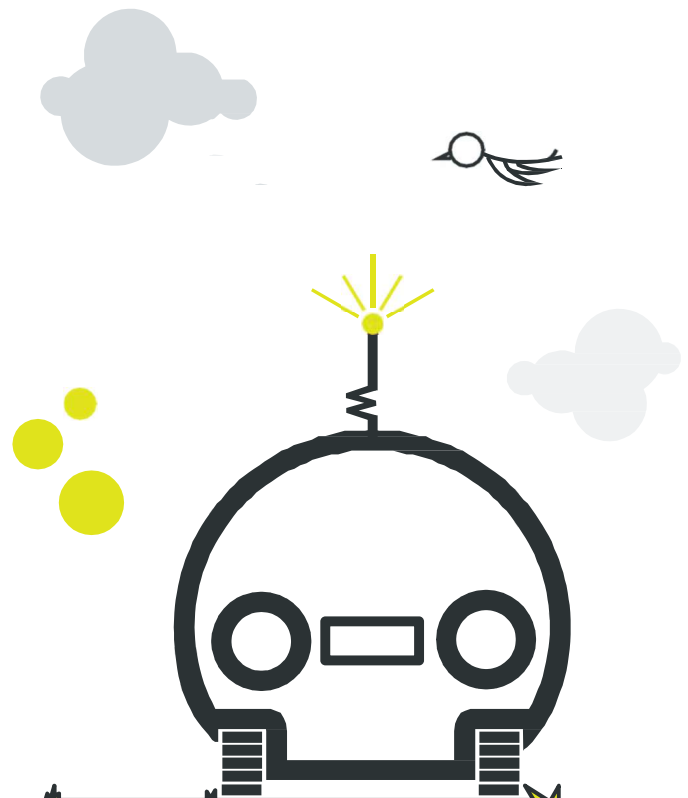


# woop<sup>®</sup>

## woop cover policy document



<b>Key Questions</b>	Page 3
<b>Woop Buddy</b>	Page 5
<b>Your Motor Policy Wording</b>	Page 6
Introduction	Page 6
Section 1 – Definitions	Page 7
Section 2 – General Conditions	Page 9
Section 3 – General Exceptions	Page 12
Section 4 – Liability to others	Page 14
Section 5 – Loss of or Damage to your car	Page 16
Section 6 – Glass Damage	Page 19
Section 7 – Personal Belongings	Page 20
Section 8 – Medical Expenses	Page 21
Section 9 – Personal Accident	Page 22
Section 10 – Travelling Abroad	Page 23
Section 11 - Motor Legal Expenses	Page 24
Other Information	Page 28

# 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 4484 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 999 2809.

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 their 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. Or alternatively you can use the Online Dispute Resolution Platform (ODR) <http://ec.europa.eu/consumers/odr>

## Who are you regulated by?

The Woop logo and name is a registered trademark of Woop Cover Limited and is used under licence by Cogent Insurance Services Limited, who underwrite Woop policies on behalf of Gefion Insurance A/S. Gefion Insurance A/S is registered in Denmark (no. 36016493) and is authorised by the Danish Financial Supervisory Authority (no. 53117) and subject to passporting EEA Insurer regulation by the Financial Conduct Authority and Prudential Regulation Authority. Cogent Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (no. 762246).

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 Woop Buddy?

The Woop Buddy 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 Woop Buddy to understand your driving style and give you feedback. Further details can be seen in the Woop Buddy section in this policy wording.

## What should I do if my details change?

Please advise us immediately by calling 0333 999 2809 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		
	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

# Woop Buddy

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

Before your Woop Buddy 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 Woop Buddy will need to be installed into your new car. You will be charged a one-off fee for the new Woop Buddy, 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 Woop Buddy 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 Woop Buddy in the event you cancel or do not renew your policy. If you request for the Woop Buddy to be removed we will charge you for this, as outlined in our terms of business.

The Woop Buddy remains the property of Cogent Insurance Services Limited.

If any damage is directly caused to the insured vehicle when your Woop Buddy 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 Woop Buddy, 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 Woop Buddy is permitted but you fail to pay, your policy will be cancelled.

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

Your Woop Buddy 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 Woop Buddy or where it is unable to operate; or
- your Woop Buddy 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 Woop Buddy 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 will apply to this contract. English law will apply 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** Woop Buddy, 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 Woop Buddy

If **we** ask, **you** must allow **us** or **our** selected installer access to **your car** to retrieve the Woop Buddy 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** Woop Buddy fitted within the timeframe communicated to **you** when **you** arranged or changed **your policy** with **us**. Or any other reasons defined in the Woop Buddy 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 or liability caused by war, invasion, revolution or a similar event 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.

# 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;
- liability caused by acts of terrorism as defined in the Terrorism Act 2000 except as is strictly required under

the **Road Traffic Act**;

- 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 £1,000,000 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 of 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 airports 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 999 2809.

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 their 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. Or alternatively you can use the Online Dispute Resolution Platform (ODR) <http://ec.europa.eu/consumers/odr>



## 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://car.woopcover.com/privacy-policy>

## Can we help?

Find answers at

<https://car.woopcover.com/policy-other-information>

## Claims helpline

0333 323 4484

## Customer services

0333 999 2809

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