

# wakam

Motor insurance

Motor\_Insurance\_UK\_022024

# Welcome

Thank **you** for choosing to insure **your** vehicle through Wakam. **We** want to give **you** every reason to feel satisfied with **your policy** and **we** aim to provide the best cover and claims service for all of **our policyholders**.

This document together with **your schedule, certificate of motor insurance, statement of fact**, the terms and conditions constitute the contract between **you** and **us (your policy)**. It is important that **you** take time to read and understand them and ensure that **you** have the cover **you** need. **Your policy** gives useful information on how to make a claim and what **you** can do if **you** are unhappy with **our** services.

## Insurer information

The benefits of this **policy** are underwritten by Wakam SA.

Wakam S.A. is a limited company registered with the Paris Trade and Companies Register (Registre du Commerce et des Sociétés), operating in the **UK**, through its **UK** branch, whose principal place of business is 18th & 19th floors, 100 Bishopsgate, London, EC2N 4AG. Authorised and regulated by Autorité de Contrôle Prudentiel et de Résolution (ACPR, 4 Place de Budapest CS 92459, 75436 Paris) – Siren 562 117 085 APE 6512Z) in France. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of **our** regulation by the Prudential Regulation Authority are available from **us** on request.

## Insurance intermediary information

The **policy** is administered/orchestrated by Qover S.A. (mentioned as the **insurance intermediary** in this document).

Qover S.A., is a public limited liability company registered with Crossroads Bank for Enterprises (BCE/KBO) in Belgium with registration number 0650.939.878 and with registered address Rue du Commerce 31, 1000 Brussels. Qover is a Belgian untied insurance agent registered with the Financial Services and Markets Authority of Belgium under the code 0650.939.878.

Qover's **UK** branch is registered in England & Wales and with **UK** Establishment address: 8 Northumberland Ave – London WC2N 5BY. Authorised and regulated by the Financial Conduct

Authority. Details about Qover's authorisation can be found on the Financial Conduct Authority website (FRN 988985).

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## Your motor insurance policy

This **policy** is a legally binding contract between **you** and **us**.

The contract is based upon the information **you** provided to **us** in **your** application and shown on **your statement of fact**. If any of the information contained therein is incorrect **you** must advise **us** or our Insurance intermediary immediately.

### Duty of disclosure – Information you have given us when underwriting this policy

Under the terms of the Consumer Insurance (Disclosure and Representations) Act 2012, it is **your** responsibility to take reasonable care to provide **us** with complete and accurate information when **you** take out **your policy** and throughout the life of **your policy**. In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering questions **we** ask by ensuring that all information provided is accurate and complete.

### Duty of disclosure – Information you have to provide us in case of changes

It is essential that **you** tell **us** as soon as reasonably possible about changes which may influence **our** acceptance or assessment of the risk. Failure to notify **us** could mean that the **policy** may not operate fully and could result in part or all of a claim being refused.

The changes **you** are required to notify **us** include, but are not limited to the following:

- **You** purchase a new vehicle that **you** would like covered by this **policy**;
- **You** would like to add another **named driver** or change any **named driver**;
- **You** move address, regardless of whether within the **territorial limits**;
- If **you** scrap **your vehicle** or it becomes the subject of a Statutory Off-Road Notification (SORN);
- **You** plan on making any **modifications** to
  - **your vehicle**
  - any **accessories**
  - **your** car registration number
- If **you** want to use **your vehicle** for a purpose not shown on **your certificate of motor insurance**;
- **You** sell **your vehicle**;
- **You** change occupations or take out an additional occupation.

This is not an exhaustive list so if **you** are in any doubt about whether or not facts may need to be considered **you** should disclose them to **us**.

We have agreed to insure **you** under the terms, conditions and exclusions of this **policy** or any **endorsement** which may show on **your schedule**; and **you** must have paid the premium for this contract to be valid.

Please read this document, **certificate of motor insurance** and **schedule** together, to ensure they give **you** the cover **you** want. This **policy** is sold on a non-advised basis. **You** should ensure it does meet **your** demands and needs.

## How to claim

If **your** vehicle is involved in an **accident** or **you** need to make a claim under this **policy**, please contact **our insurance intermediary** as soon as reasonably possible using the claim form here below:

Claim form: <https://www.qover.com/claims>

Whatever the claim, **you** will have to pay the corresponding **excess**.

If **you** have any question, **you** can contact the **insurance intermediary** via:

- its contact form: <https://insuremytesla.zendesk.com/hc/en-gb/requests/new>
- its phone number: 03 30 818 2987

In order to ensure **we** deal with **your** claim efficiently, **you** will need to provide the **insurance intermediary** with as much information as possible including:

- **your policy** number – this is shown on **your certificate of motor insurance**; date, time, location and circumstances of the incident;
- details of any other people involved in the incident;
- where possible obtain name and contact details of all those concerned; names and contact details of any witnesses to the incident;
- details of any injuries to any person involved in the incident.

If **your vehicle** has been stolen, before contacting the **insurance intermediary**, **you** should:

- report the **theft** to **your** nearest Police station;
- obtain a crime reference number from the Police.

## How we use your information / Privacy notice

This Privacy Notice explains who **we** are, the types of Personal Data **we** process, how and why **we** collect and use the data **you** provide **us** with, with whom it is shared and how long **we**

keep it. It also informs **you** of certain rights **you** have regarding **your** Personal Data under current data protection legislation. **We** encourage **you** to read this Privacy Notice carefully and **you** should show this Notice to anyone covered or proposed to be covered under this policy.

In taking out this Insurance **Policy** with Wakam, **you** or Qover have supplied **us** with **your** personal information, and this Privacy Notice explains how **we** and Qover will use it. In this Privacy Notice, "**we**", "**us**" and "**our**" refers to Wakam.

When **we** say, "**you**" and "**your**" in this notice, **we** mean anyone whose personal information **we** and Qover may collect, including:

- Anyone seeking an insurance quote from **us** or whose details are provided during the quotation process;
- **Policyholders** and anyone named on or covered by the **policy**;
- Anyone who may benefit from or be directly involved in the **policy** or a claim, including claimants and witnesses.

The parties undertake to comply with the provisions relating to the protection of personal data in force, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "GDPR") and Law No. 78-17 of January 6, 1978 relating to data processing, files and freedoms, as amended (together the "Personal Data Processing Regulations") and in accordance with the following terms and conditions.

Both Qover and Wakam are considered as Joint data controller. Qover's **UK** branch is registered in England & Wales and with **UK** Establishment address: 8 Northumberland Ave – London WC2N 5BY. Wakam's **UK** Branch is located at 18th & 19th floors, 100 Bishopsgate, London, EC2N 4AG..

For more information about how Qover processes **your** personal data, please visit Qover's [Privacy Policy](#) and the [Fair Processing Notice](#).

## Providing consent

When providing personal information about others, **you** confirm that **you** have the consent of these individuals to supply their personal information. **We** are unable to offer **you** any product or service unless **you** provide explicit consent for the collection and use of sensitive personal data as defined in data protection laws. However, where we process special categories of data (including data relating to health or criminal convictions), we will do this on the basis that it is necessary for the performance of your insurance contract and for reasons of substantial public interest.

**You** have the right to withdraw consent at any time (see "**Your Rights**"). This may limit or terminate the contract of insurance that **you** originally entered into with **us**. Due to legal obligations with **road traffic laws** and regulatory requirements **we** may not be able to remove **your** personal information.

### How we use your information

**Your** information includes personal details that **you** provided to **us** or Qover which is then used in a number of ways to process **your** insurance application, administer **your policy** or any subsequent claim that **you** may make. The processing of the information **you** provide is necessary for the performance of the contract, including:

- Providing quotes;
- Maintaining and updating **your policy** record;
- Administering **your policy** including handling claims;
- Processing any claim that **you** or someone else makes;
- Understanding **our** customer's needs and requirements;
- Analysing and research of **our** products and services;
- Analysing the premium, and terms and conditions **we** offer where automated decision making applies;
- Performing credit checks and validating information provided to **us**;
- Dealing with complaints;
- Preventing financial crime to meet **our** legal obligations.

### Automated decision making, including profiling

**We** may use profiling and automated decision making, to assess insurance risks, detect fraud, and administer **your policy**. This helps **us** decide whether to offer **you** insurance, determine prices and validate claims. If **you** disagree with the outcome of an automated decision, please contact either [privacy@qover.com](mailto:privacy@qover.com) or either Wakam's email at [DPO@wakam.com](mailto:DPO@wakam.com).

### What personal information we collect

**We** collect the following types of personal information about **you** so **we** can complete the activities explained in "**How we use your information**:"

- Identification data and contact details, such as name, last name, birthdate, gender, telephone number, email address, postal address
- Driver's Licence Number (DLN)
- Additional information of risks related to **your policy**, such as No Claim Discount (NCD), Vehicle Registration Mark (VRM), additional drivers information
- Family, lifestyle and social circumstances, such as marital status, dependants and employment type

- Financial details such as direct debit or payment card information
- Photographs and/or video to help **us** manage policies and assess claims
- Tracking and location information if it is relevant to **your policy** or claims and in some cases surveillance reports
- Identification checks and background information about **you** that **we** need to collect in order to assess the risk to be insured including previous claims information, data relating to **your** health and criminal convictions.
- Medical information if it is relevant to **your policy** or claim
- Accessibility details if **we** need to make reasonable adjustments to help
- Business activities if it is relevant to **your policy** or claim
- Credit history, credit score, sanctions and information received from various anti-fraud databases about **you**.
- Criminal convictions data, including driving history information, driving offences, unspent convictions, code, type and date of conviction, driving licence penalty points.

### How we collect personal information

**We** may collect personal information from various sources including **you**, **your** representative, **your** employer or from publicly available sources, including information **you** have made public, for example on social media.

**We** also collect information from other persons or organisations, for example:

- Credit reference and/or fraud prevention agencies;
- Emergency services, law enforcement agencies, medical and legal practices;
- Insurance industry registers and databases used to detect and prevent insurance fraud, for example the Claims and Underwriting Exchange (CUE); Driver and Vehicle Licensing Agency (DVLA); No claims discount (NCD) database; Motor Insurance Anti-Fraud Theft Register (MIAFTR), Motor Insurance Database (MID);
- Insurance investigators and claims service providers; Service providers who provide the service for **our** products; other involved parties, for example claimants or witnesses.

### Who do we share your information with

Both Qover and Wakam may share **your** information with third parties, including **our** product and service suppliers, agents, or other insurers, reinsurers, parties involved in handling a claim, fraud prevention agencies and the police and government bodies if **we** believe that this is reasonably required for the prevention and detection of crime and fraud. This assists in keeping **your** premiums low.

**We** may also share **your** information with other companies within the group that administer policies on **our** behalf or prospective buyers or purchasers in the event Wakam or **Qover** wishes to sell all or part of its business.

Both Qover and Wakam may pass **your** details and any information or documentation **you** provide to **us** to the recognised centralised insurance industry registers and databases, credit reference agencies, and **policy** and claims checking systems. Data may also be released to third parties if **we** are required to do so under the terms of a court order or for regulatory purposes or in the investigation and settlement of a claim or a complaint.

Both Qover and Wakam will only share **your** information in compliance with data protection laws.

### How long will we keep your information

**We** will only hold **your** information for as long as necessary to administer the **policy**, manage **our** business or in order to comply with legal or regulatory requirements. This will be in line with **our** data retention policy.

### Transferring personal information outside the UK

Some of the organisations **we** share **your** personal information with may be located in the European Union (EU) where **your** personal information is protected by laws equivalent to those in the **UK**. If **we** have to transfer data to organisations in a third country outside the EU, **our** contracts with these parties require them to provide an equivalent level of protection for **your** personal information.

### Your rights

You have the right to:

- Ask **us** to confirm whether **we** are processing **your** personal information;
- Object to **us** using **your** personal information. **We** will either agree to stop using it or explain why **we** are unable to; **you** also have the right to object to being subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning **you** or similarly significantly affects **you**.
- Ask for a copy of the personal information **we** hold about **you**, subject to certain exemptions;
- Ask **us** to update or correct **your** personal information to keep it accurate;
- Ask **us** to delete **your** personal information from **our** records if it is no longer needed for the original purpose;
- Ask **us** to restrict the use of **your** personal information in certain circumstances;
- Ask for a copy of the personal information **you** provided to **us**, so **you** can use it for **your** own purposes; Ask **us**, at any time, to stop using **your** personal information, if

using it is based only on **your** consent; Complain about how **we** handle **your** data (see 'Who to contact' below).

## Who to contact

If **you** wish to exercise any of **your** rights, or have any queries about how **we** use **your** personal information, please contact either [privacy@qover.com](mailto:privacy@qover.com) or either Wakam's email at [DPO@wakam.com](mailto:DPO@wakam.com).

**We** will consider **your** request and either comply with it or explain why **we** are not able to. Please note, **we** may request evidence of **your** identity to process **your** request.

If **you** are not happy with any aspect of how **we** handle **your** data, **we** encourage **you** to come to **us** in the first instance but **you** are entitled to complain to the Information Commissioner's Office via its website, or by calling 0303 123 1113.

## Important information

### Motor Insurance Database – Continuous Insurance Enforcement (CIE)

Information relating to **your** policy will be added to the Motor Insurance Database ("**MID**") managed by the Motor Insurance Bureau ("**MIB**"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic **accident** (either in the **UK**, EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic **accident** (including citizens of other countries) may also obtain information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on MID **you** are at risk of having **your** vehicle seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## Sharing information

Insurers pass on information to the Claims and Underwriting Exchange register, and the Motor Insurance Anti-Fraud and Theft Register, operated by MIB. The aim is to help **us** check information provided and also to prevent fraudulent claims. When **we** deal with **your** request for insurance or manage any claim that may arise, **we** may search the register(s).

When **you** tell **us** about an incident which may or may not give rise to a claim, **we** will pass information relating to it to the register(s). **You** can ask for more information about this. **You** should show this notice to anyone who has an interest in the vehicles insured under the policy.

## Fraudulent claims

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest **policyholders**. In order to protect **your** interests and the interests of the vast majority of **our policyholders**, **we** fully investigate all claims, and where fraud is detected **we** report to the authorities under the Proceeds of Crime Act ("**POCA**").

If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies. **You** may also report information in respect of bogus/fraudulent claims to the Cheatline on 0800 422 0421. The Cheatline is manned 24 hours a day.

Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at [www.insurancefraudbureau.org](http://www.insurancefraudbureau.org). All information is reported anonymously and will be treated in the strictest of confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help reduce insurance premiums. More information can be provided if requested.

Further information on how fraud will effect **your policy** is set out in General Condition 3 below.

## Financial Services Compensation Scheme (FSCS)

Wakam is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations. Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## Complaints procedure

Qover, as insurance intermediary, aims to provide a standard of service that will leave no cause for complaint.

However if **you** are dissatisfied with the service **we** have provided please contact them by phone 03 30 818 2987.

Alternatively, **you** may e-mail **your** complaint to: [mediation@qover.com](mailto:mediation@qover.com)

If **you** remain dissatisfied after contacting Qover **you** may also contact **us** directly at: [reclamation@wakam.com](mailto:reclamation@wakam.com).

**We** or Qover will endeavour to investigate **your** complaint fully and resolve it immediately. If **we** cannot resolve **your** complaint by the next working day **we** will acknowledge **your** complaint within five working days of receipt, and do **our** best to resolve the problem within eight weeks by sending **you** a final response.

Should **you** remain dissatisfied having received **your** final response, **you** may be able to take **your** complaint to the Financial Ombudsman Service (FOS). Their address is The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. **You** may also find their details at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) The FOS is an independent service in the **UK** for settling disputes between consumers and financial services businesses.

## Definitions

The words and phrases below always mean the same thing and are shown in **bold** throughout.

### Accessories

Parts or products specifically designed to be fitted to **your vehicle**.

**We** may treat some **accessories** as **modifications**, so please tell **us** about any changes to **your vehicle**.

**We** exclude from the **accessories, charging equipment** and cables as a specific coverage could be chosen as an optional cover.

### Accident

Any event which occurs during the **period of insurance** involving **your vehicle** that is unintentional, unforeseen to the victim or to **your vehicle**, constituting the cause of bodily injury, material or immaterial damage.

## Advanced driver assistance systems (ADAS)

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

## Alternative repairer

Repairer who is not an **approved repairer**. If **you** choose an **alternative repairer**, higher and specific excesses may be applied in such a case, and are mentioned in **your policy schedule**.

## Approved repairer

A facility approved by **us** or the **claims administrator** for the repair, damage assessment and/or storage of **your vehicle**.

## Automated car

means **your vehicle** as specified on **your certificate of motor insurance** which has been approved to drive lawfully in an **automated mode** on roads and public places in Great Britain under the Automated & Electric Vehicle Act 2018.

## Automated mode

means where **your vehicle** is being driven lawfully by the instructions of the **vehicle's software** only.

## Certificate of motor insurance

The document that proves **your** insurance, that **you** legally need to have. It describes **your vehicle**, who can drive it and what it can be used for.

## Charging equipment

The permanently installed charger(s)/wallbox(es) in the insured's **main residence** and charging cables for **your insured vehicle** mentioned in the certificate motor of insurance.

## Claims administrator

A specialist claims management company who administers claims on **our** behalf.

## Cyber act or event

A deliberate unauthorized, malicious or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any computer system(s) forming part of **your vehicle** including connected devices.

This may or may not result in failure or lack of availability in some or all of **your vehicle's** functionality as those unauthorised, malicious or criminal act creates, or intends to create, an outcome that includes, but is not limited to:

- Interruption to electronic communications.
- Corruption, unauthorised access to, or **theft** of **data**.
- Hacking or service denial.

## Data

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

## Endorsement

A change to the terms of **your policy**. **You** can find this in **your schedule**.

## Excess

The amount **you** must pay towards a claim. **You** can find this in **your schedule**.

**Your** total **excess** is the full amount **you** will have to pay if **you** make a claim under this motor **policy**. Please refer to **your schedule** for full details.

## Fire

**Fire**, lightning, explosion or self-ignition (where the vehicle spontaneously combusts).

## Hazardous goods

Any hazardous substance such as explosives; gases; flammable liquids; flammable; solids; oxidising substances; toxic & infectious substances, or corrosives.

## Insurance intermediary

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## Limb (s)

Arms (s) or leg(s) at or above the wrist or ankle (excluding hands and feet).

## Loss (in relation to limbs)/ Loss of limb (s)

Complete, permanent, and irrecoverable loss of use or loss by physical separation.

## Loss of sight

The permanent and total loss of sight which shall be considered as having occurred: (a) in both eyes, if the insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; (b) in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the insured person sees at 3 feet what they should see at 60 feet).

## Main driver

The person **you** declared is the **main user** of **your vehicle**, and who's shown as the **main driver** on your policy schedule.

## Main residence

**Your** private dwelling where **you** permanently live as all the **named drivers**.

## Market value

The cost of replacing **your vehicle** with one of similar type, age, mileage and condition at the time of loss. The **market value is determined** at the time of loss or damage.

Use of the term 'market' refers to where **your vehicle** was purchased. This value is based on research from industry recognised motor trade guides, and possibly a review from an engineer **we** or **our Insurance intermediary** appoint.

## Modifications

Any changes to **your vehicle's** standard specification, including optional extras.

**Modifications** include changes to the appearance or the performance of **your vehicle**, including wheels, suspension, bodywork and engine. Please note this is not a complete list.

**Modifications** include changes made to **your vehicle** by a previous owner.

## Named driver(s)

The person(s) whose names are stated in the certificate of motor insurance who all lives in the **main residence**.

## New value compensation

New for old value arrangement. It means **we** will give **you** an amount that is sufficient to buy the same (or as nearly as reasonable) vehicle new if **your vehicle** is declared **total loss** or stolen. This benefit only applies when **you** are the first owner of the **vehicle**.

New value compensation is an extra coverage up to 12 months or up to 24 months as mentioned on **your policy schedule**.

## Period of insurance

The period of time this **policy** covers. **You** can find this in **your certificate of motor insurance** and **policy schedule**.

## Personal belongings

Property **you** own, wear or use in everyday life.

## Policy

This document together with **your schedule, your certificate of motor insurance, your statement of fact**.

## Policyholder

The person named as the **policyholder** on the **policy schedule**.

## Policy schedule

The document which identifies the **policyholder** and sets out details of **your policy** cover, including the applicable excesses and any optional sections **you** have selected.

## Road Traffic Acts/Road traffic law

The Acts, laws and regulations that cover driving or using cars in the United **Kingdom**.

## Software

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

## Statement of fact

The information **you've** given to **us** for the purpose of buying this **policy**, as set out in **your policy schedule**.

## Territorial limits

United Kingdom

## Terrorism

An act of **terrorism** means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and / or to put the public, or any section of the public in fear. To be read in conjunction with further definitions in the **Terrorism Act 2016**.

## Theft

**Theft** or attempted **theft** that's been reported to the police.

## Total Loss

Where a vehicle is declared as unsafe or **uneconomical repair by a loss adjuster**, it will be classed as a **total loss** based on the loss adjuster's investigations and report.

For **your** better understanding, there are four categories of a **total loss**:

- **Category A:** Severe damage with no serviceable parts, the **vehicle** must be crushed.
- **Category B:** The **vehicle** has major structural damage and the repairs cost more than the value of the **vehicle**. Parts can be salvaged from the **vehicle** but it cannot be re-sold or used on the public roads.
- **Category S:** The **vehicle** is repairable but the cost of repairs is higher than the **market value** of the **vehicle**. The damage may include structural damage leading to the high cost of repair.
- **Category N:** The **vehicle** can be repaired and only has minor damage but the cost of repairs is a significant proportion of the **vehicle's market value**.

**Total loss** will be considered also in case of **theft** when **your vehicle** was not recovered.

In case the "**new value compensation** in case of **total loss**" mentioned in section 11 is underwritten according to **your policy schedule**, the **market value** here above is replaced by the **new value compensation**.

## Uneconomical repair

The cost of repair of **your vehicle** after a loss is equal and above its **market value**.

If the **new value compensation** coverage mentioned in section 11 is underwritten according to **your policy schedule**, the **market value** here above is replaced by the **new value compensation**.

## United Kingdom/UK

England, Scotland, Wales and Northern Ireland **excluding** Channel islands, Isle of Man and Gibraltar.

## Vandalism

Damage caused by a malicious and deliberate act. A **vandalism** act needs to be reported to the police by **you**.

## Vehicle

The **vehicle** and its **accessories**. Insured and described in **your schedule**, and **your certificate**. of motor insurance.

## We/us/our

Wakam S.A.

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## You/your

The **Policyholder** mentioned in the **policy schedule**.

## Policy cover

Your **policy** provides comprehensive cover within the **territorial limits** and includes the cover set out in Sections 1 to 11 below when those coverages are granted in **your policy schedule**.

In return for the payment of the premium set out in **your policy schedule**, **we** agree to insure **you** subject to the terms and conditions set out in the **policy**. Each section says what's covered and what's not covered.

The General Conditions and General Exclusions set out below apply to all sections.

## Section 1 – Third party liability

### Third party property damage limit

The cover is limited to £20,000,000 in respect of any one **accident** for material damage and is unlimited for bodily injury.

This £ 20,000,000 limit is inclusive of all legal costs and expenses in respect of a material damage covered in this section.

### Cover

We'll cover **your** legal liability or any **named driver's** liability for an **accident** caused by, or arising out of the use of:

- **your vehicle**, or a trailer;
- caravan or vehicle **you** or any **named driver** are towing.

if **you** or any **named drivers** injure or kill someone, and /or damage someone else's vehicle or property.

### Liability For Your Automated car

We will extend cover and indemnify **you** under this **policy** for **your vehicle** when driving in an automated mode on a road or public place in Great Britain, always provided that it is a condition precedent to **our** liability under this **policy** that:

1. **You** have installed promptly and maintained all the **vehicle's software** in strict accordance with the manufacturer's instructions and guidelines.
2. A **named driver** was sitting in the driver's place at the time of the **accident**.

## Legal defence costs

If there is an **accident** that is covered under this **policy** at our absolute discretion, **we'll** pay reasonable legal costs relating to liability of any person covered by this **policy** including:

- solicitors' fees for representing **you** or any **named driver** at any fatal **accident** enquiry, Coroner's, Magistrates or similar court;
- reasonable costs of legal services to defend **you** or any **named driver** against a charge of manslaughter or causing death by careless or inconsiderate driving or dangerous or reckless driving.

When deciding what is reasonable, **we** will look at the level of expertise needed, costs, and whether legal representation is likely to affect the outcome.

**We** will only pay the legal representation costs incurred in defending **you or any named driver**, following any third-party claims made against **you or any named driver** and only if they arise from an **accident** that is covered under this motor **policy**.

If **you or any named driver** are deemed at fault for an incident and the other party have solicitors involved, **we** may need to pay the claimant's costs as part of the claim.

## Emergency medical treatment

**We** will pay emergency medical treatment charges required by the **Road Traffic Act** arising from the use of a **vehicle** covered by this **policy**. If this is the only payment **we** make, it will not affect **your** no claims bonus.

## Exclusions to section 1

**We** don't cover:

- any liability for loss, damage or injury that's covered by another insurance **policy**.
- damage caused by any **named driver** insured on this **policy** to any property they own or are responsible for.
- liability for loss of, or accidental damage to, any vehicle **you're** driving or any trailer or vehicle **you're** towing.
- any liability for loss, damage, death of, or injury to anyone working with or for the driver of the **vehicle** (except as set out in the **Road Traffic Acts**).
- any liability for loss, damage, death or injury to any animals, when those are owned by or in the care of **you** or any **named driver**.

- liability for loss of or accidental damage to **your vehicle** or to any trailer or caravan being towed by **your vehicle** or for not being able to use any such trailer or caravan;
- death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the **Road Traffic Acts**
- death or bodily injury to any person being carried in or on any trailer or caravan;
- death, injury or damage arising while the **vehicle** is not on a public road and is in the process of being loaded or unloaded by any person other than **named driver** of the **vehicle**
- death, injury, loss or damage:
  - if a person claiming who was not driving makes a claim and he/she knew that any **named driver** driving the **vehicle** did not hold a valid driving licence;
  - arising as a result of 'road rage' or a deliberate act by any **named drivers**
  - caused by the loading or unloading of **your vehicle** which involves the use of any crane, hoist, lift or similar appliance;
  - caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of **your vehicle**; unless required by the **Road Traffic Acts**;
- any liability for loss, damage or injury if **any named drivers** drive other cars under this **policy** other than the **vehicle**.

#### Legal defence costs

- **We** will not cover pleas of mitigation or appeals.
- **We** will not cover legal costs under this section if any **named drivers** claiming such costs has previously been convicted of any offence for manslaughter or causing death by reckless or dangerous driving;
- For loss or damage relating to the costs or expenses of defending criminal proceedings where any **named driver** driving either:
  - was under the influence of drink or drugs at the time of the **accident**;
  - or is charged with leaving the scene of the **accident**.

## Section 2 – Accidental damage, fire and theft

### Cover

We will cover **you** against loss or damage to **your vehicle** (less any **excess** that applies) caused accidentally or as a result of malicious damage or **vandalism** or by **fire**, lightning, or explosion, or **theft** or attempted **theft**.

If **your vehicle** is stolen, or damaged, **we** will:

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

The same cover also applies to **accessories** for **your vehicle** which were installed when **you** purchased the **vehicle** excluding any **modifications**.

**We**’ll decide whether **we** pay:

- to repair it; or
- its **market value** whichever is the lower; or
- the amount for the purchase of a new car of the same make, model and variant in case the additional coverage “**new value compensation**” according to section 11 is included in **your policy schedule**,

**We**’ll decide also to pay reasonable costs to:

- tow **your vehicle** to our **approved repairer** if it can't be driven;

### In case of uneconomical repair or total loss

**We** don't pay the repairs to **your vehicle**.

**We** pay **you** the **market value** of the **vehicle** or the **new value compensation** if it is applicable. After the payment of indemnity, the vehicle damaged in such a case belongs to **us**.

### In case of all other repairs

Repairs to **your vehicle** will be carried out by our **approved repairer** wherever possible.

If **you** would prefer to take **your vehicle** elsewhere, **you** must provide **us** with an estimate and wait for **us** to approve it before repairs begin.

**We** will repair **your vehicle** with parts made to the manufacturer's specification.

**Your** settlement may be reduced, or **you** may be asked to contribute towards the repair

costs, if the parts being replaced were already worn or damaged. If any parts are no longer available, **we** will pay the cost shown in the manufacturer's latest price guide together with reasonable fitting costs. The repairers may use parts that aren't supplied by the original manufacturer, which are of similar quality, including recycled parts.

The **approved repairer** will discuss with **you** the options available for collecting **your vehicle** once repairs are completed.

You will not be entitled to a courtesy car from us. The approved repairer may offer one, but it will not be covered by this motor policy.

## In case of theft

We pay **you** the **market value** of the **vehicle**, or the **new value compensation** if it is applicable, once **the vehicle** has been declared irrecoverable by the police.

## In case you are not the legal owner of the vehicle

If the **vehicle** is owned by someone else, **we'll** pay the legal owner unless they agree in writing **we** can pay **you**.

## Total loss and hire purchase agreement, finance or leasing on your vehicle

If **your vehicle** is the subject of a hire purchase agreement, finance or leasing agreement, any payment will be made to the owner described in that agreement. **We'll** pay the lease or contract hire company either the **market value** of the **vehicle**, or the amount required to settle the agreement, whichever is less. Any outstanding amount after **our** settlement, will be owed by **you**.

## Alternative Repairer

You can choose to use an **alternative repairer**, and in such a case higher and different excesses may be applied as mentioned in **your policy schedule**.

You will not be entitled to a courtesy vehicle from us. The alternative repairer may offer one, but it will not be covered by this motor policy.

## Uninsured named driver protection

Should **you** or any **named driver** be involved in a non-fault incident and the third-party vehicle is uninsured, **your No Claims Bonus** will not be reduced, and **you** will not have to pay any **excess**. This cover is subject to the following condition:

- the **accident** is reported to the police and a crime reference number is obtained; and
- **you** provide **us** with the details of the third-party vehicle registration number, vehicle make and model and a description of the driver; and
- where possible, collect the third-party drivers name and address.

Should **your policy** reach renewal before the claim is settled, **you** may pay a higher premium and have **your** no claims bonus reduced. Once it has been confirmed that the uninsured driver is at fault **you** will have **your** no claims bonus reinstated, and any additional premium refunded so long as **your** renewal is with **us**. If in the unlikely event **you** do move to another insurer, please speak to them about whether they will offer **you** a return premium.

## Exclusions to section 2

This section of **your policy** does not cover:

- the amount of any **excess** shown on the schedule;
- more than £120,000 to repair or replace **your vehicle**;
- VAT if **you** are VAT registered;
- loss or damage to tools of trade, personal effects, documents or goods;
- indirect losses incurred as a result of **you** or **any named driver** being unable to use the **vehicle**;
- wear and tear, deterioration or depreciation;
- Tyre damage caused by braking, punctures, cuts or bursts except if Tyre damage in Section II is covered within **your policy schedule**;
- loss or damage caused by frost or freezing, or damage due to ingress of water where **you** or any **named driver** have chosen to drive through water;
- any loss from or to the **vehicle** resulting from any form of repair, improvement or modification that has been undertaken by **you**, any **named driver** or anyone under **your** instruction that is not qualified to make such repairs, **modifications** or improvements to the **vehicle**;

- mechanical or electrical breakdown, including failure of any equipment, integrated circuit, computer chip, computer **software** or computer related equipment including **cyber act or event**;
- depreciation or loss of value following repairs;
- loss of or damage to the **vehicle** arising from the **vehicle** being taken by a person:
  - who is not permitted to drive under the **certificate of motor insurance**;
  - who is also **your** employee or a member of **your** family or living in **your main residence** or in a close personal relationship with **you** or **your** family unless **you** have reported them to the police;
- loss or damage to **your vehicle** if someone takes it by fraud or deception while pretending to be a buyer or someone pretending to act on behalf of a buyer;
- loss or damage to the **vehicle** arising from **theft** or attempted **theft** if:
  - any keys or activation device which unlocks and/or starts the **vehicle**, have been left in, on of the **vehicle**;
  - any doors or windows of the **vehicle** have not been locked, or any window, sunroof or removal hood have been left open;
  - the engine has been left running or ignition on whilst unattended;
  - any keys or activation device have been taken as a result of leaving **your main residence** unsecured as a result keys or activation device have been taken without any proofed break-in with official police declaration.

## Section 3 – Windscreen

### Cover

Following accidental glass breakage **our approved repairer** or **your alternative repairer** will proceed the repair or replacement of:

- a single window, windscreen of the **vehicle**;
- any **ADAS** recalibration costs after the replacement of a windscreen;
- remedial bodywork to scratches that have occurred as a result of a breakage of glass.

**We** operate on a 'repair first' policy. Any window/windscreen that can be repaired within the requirements of the current MOT standard will be attempted first, prior to any replacement.

The amount of excess for window/windscreen repair and replacement can be found on your schedule and be different and higher in case you choose an alternative repair. Please check your policy schedule.

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

### Exclusions to section 3

This section of your motor policy does not cover the following:

- the **excess** as shown on the **policy schedule**;
- any window or windscreens not made of glass;
- the cost of any mechanical items associated with window mechanisms or damage to roofs/ hoods or moveable glass roof panels of the **vehicle**;
- more than the **market value** of the **vehicle** immediately before the time of loss;
- panoramic roofs;
- multiple breakages.
- the cost of importing parts or items of replacement glass that are not available in the **United Kingdom**;
- loss or damage caused deliberately by **you** or by any **named driver**.

## Section 4 – Personal belongings

### Cover

We will pay **you** or any **named drivers** for loss of or damage to **personal belongings** caused by **fire**, lightning, explosion, **theft** or accidental means while the **personal belongings** are in or on the **vehicle**.

The maximum amount payable for any one incident is shown in **your policy schedule**.

We will need to see proof of purchase.

### Exclusions to section 4

We won't pay for:

- **theft** of any property from the **vehicle** if **you** or any **named driver** have left windows open, left it unlocked or left it unattended with the keys in;

- **theft** of any property from the **vehicle** if **you** or any **named driver** have not taken precautions to protect it or if the property has not been kept out of sight in the glove compartment or the locked boot of the **vehicle**.
- mobiles phones, money, credit and debit cards, vouchers, jewellery, stamps, tickets, documents or securities;
- anything carried in connection with any trade or business, like goods, tools and samples;
- audio, electrical and communications equipment;
- property insured under another policy;
- child seats or child booster seats (see section 5 Child car seats);
- depreciation, wear and tear;

## Section 5 – Child car seats

### Cover

**We** will pay up to the amount mentioned in the **policy schedule** to replace each child car seat or child booster seat that was in **your vehicle** at the time of an **accident, fire**, lightning or explosion or **theft** covered under section 1 of this **policy**.

**We'll** cover **you** for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage. **You** may be required to provide proof of ownership as part of the claim.

Unless stolen, the child's car seat or booster seat should be made available for inspection.

## Section 6 – Medical expenses

### Cover

If **you**, any **named driver** or a passenger in **your vehicle** is injured in an **accident** **we'll** pay up the medical expenses for each person insured to the amount mentioned in the **policy schedule**.

### Exclusions to section 6

**We** won't pay if:

- there's cover under another policy;

- any **named driver** of **your vehicle** was, at the time of the **accident**, under the influence of alcohol or drugs or any medication, even prescribed, which is clearly incompatible with driving the **vehicle**.

## Section 7 – Personal accident

### Cover

**We** will pay up to the amount mentioned here below if **you** or any **named driver** are accidentally injured while travelling in or while getting into, or out of, the **vehicle** insured and provided that the death or loss occurs within 3 months of the **accident**, if this injury is the sole cause of the following:

- death;
- permanent **loss of sight** in one or both eyes;
- total physical **loss of a limb** at or above the ankle or wrist

The most **we** will pay in any one **year insurance period** is **£10,000** for **you** or any **named driver**. If **you** or any **named driver** have any other personal injury or **accident** insurance contract with **us**, **we** will only pay out under one contract. **We** will pay the injured person or their legal representative as following:

- death: £10,000
- complete and permanent loss of sight of one or both eyes: £5,000
- complete and permanent loss of one or more **limb**: £5,000.

### Exclusions to section 7

**We** won't pay if:

- the cause was suicide, attempted suicide or intentional;
- the **named driver** wasn't wearing a seatbelt;
- the **named driver** of the **vehicle** was, at the time of the **accident**, under the influence of alcohol or drugs or any medication, even prescribed, which is clearly incompatible with driving a vehicle.

## Section 8 – Personal accident extension

### Cover

If you have chosen this extension, it will replace the personal accident coverage in section 7.

The 2 sections cannot be combined and you or any named driver will only benefit this coverage.

We will pay up to the amount mentioned here below if **you** or any **named driver** are accidentally injured while travelling in or while getting into, or out of, the **vehicle** and provided that the death or loss occurs within 3 months of the **accident**, if this injury is the sole cause of the following:

- death;
- permanent **loss of sight** in one or both eyes;
- total physical **loss of a limb** at or above the ankle or wrist

The most **we** will pay in any one **period of insurance** is £100,000 for any **named driver**. If **you** or any **named driver** have any other personal injury or **accident** insurance contract with **us**, **we** will only pay out under one contract. **We** will pay the injured person or their legal representative as following :

- death: £100,000
- complete and permanent **loss of sight** of one or both eyes: £50,000
- complete and permanent **loss of** one or more **limb**: £50,000

### Exclusions to section 8

We won't pay if:

- the cause was suicide, attempted suicide or intentional;
- the **named driver** wasn't wearing a seatbelt;
- the **named driver** of the **vehicle** was, at the time of the **accident**, under the influence of alcohol or drugs or any medication, even prescribed, which is clearly incompatible with driving a vehicle.

## Section 9 – Taking your vehicle abroad

### Cover

Subject to the purchase of **your** insurance **policy**, **you** and any **named driver** will be provided with the minimum legal level of cover in respect of liability which is legally insurable, while the insured **vehicle** is in any country which is a member of the European Union (EU), or any other country which has agreed to follow Article 7(2) of the European Community Directive on Insurance of Civil Liberties arising from the use of motor vehicles (Directive 2009/103/EC).

**This legal minimum insurance does not include cover for loss of or damage to your vehicle.**

As a consequence, this motor **policy** provides the minimum level of cover needed to comply with the laws on compulsory insurance of motor vehicles, whilst **your vehicle** is being used in, or being transported between any country listed below:

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, and Switzerland.

As minimum cover levels differ from country to country, this may provide **you** with less cover than **you** have in the **UK** and is usually only equivalent to third party only cover.

**This means for example that there is no cover for damage to your vehicle.**

Please take **your certificate of motor insurance** with **you** as proof of insurance.

### Green Cards

If the law of any country requires **you** to have a **Green Card**, **you** must ask **us** for one at least seven working days prior to travel.

## Section 10 – No Claims Discount (NCD)

### Unprotected NCD

If no unrecoverable claim is made under **your** insurance, at **your** next renewal, **your** NCB will be increased by 1, up to a maximum of 9 years.

If **you** make a claim, even if **you** were not responsible, or a claim is made against **you**, **we** will reduce **your** NCD as per the table below.

If a claim occurs which is not **your** fault and **we** have to make a payment, **we** will class this as a non-recoverable claim and reduce **your** No Claims Discount unless/until **we** can recover all that **we** have paid from those responsible. Once the claim has been settled in **your** favour and all outstanding money recovered by **us**, **we** will reinstate **your** NCD.

NCD years at inception (or on renewal)	NCD Years at renewal without Protected No Claims Discount			
	Fault/Prejudicial claims made during policy year			
	None	1	2	3 or more
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9+	9	3	1	0

If a claim is made after your renewal premium has been calculated, we reserve the right to revise your premium or withdraw our offer of renewal.

**We** reserve the right to retain proof of **your** No Claims Bonus entitlement until all payments due have been made.

**Your** NCB won't be affected if the only payments **we** make are for:

- emergency medical expenses;
- windscreen/window repair or replacement and Glass cover Plus;
- replacement keys;
- child car seats;
- has been paid under **our** uninsured driver promise;
- theft of the insured vehicle;
- damage to charging equipment;

- **fire**, flood, storm, potholes or poor road maintenance

## Section 11 – Policy Extensions

### New value compensation in case of total loss

The coverage provided by this section doesn't benefit used cars where you are not the first owner.

The type of compensation granted in case of **total loss** is mentioned in **your policy schedule**.

If this extension is not covered in **your policy schedule**, in the event of **total loss**, you will receive as compensation the **market value** of the **vehicle**.

if this extension is covered in **your policy schedule**, in the event of **total loss**, you will receive as compensation the **new value compensation** of the **vehicle** up to 12 months or up to the first 24 months of insurance as mentioned in **your policy schedule** depending how old the **vehicle** age is when loss occurs:

- **12 months**

The compensation in the event of a **total loss** shall be paid at **new value compensation** and benefits of this coverage are given until the **vehicle** reaches its 12 months age.

Age of **your vehicle** is calculated as from its first registration date.

As soon as the **vehicle** is older than 12 months, you will receive as compensation the **market value** of the **vehicle**.

- **24 months**

The compensation in the event of a **total loss** shall be paid at **new value compensation** and benefits of this coverage are given until the **vehicle** reaches its 24 months age.

Age of **your vehicle** is calculated as from its first registration date.

As soon as the **vehicle** is older than 24 months, you will receive as compensation the **market value** of the **vehicle**.

## Battery coverage

The insurance covers damage to the **vehicle's** high-voltage battery due to an insured event under section 2.

Your **vehicle's** battery is covered, unless any exception on General Exclusions may apply, if damaged due to an insured event under the section 2 page 23 (**fire, theft** or attempted **theft**, car **accident, vandalism**) at the same time in the same event **your vehicle** is damaged by those events.

Exclusions of section 2 are also applicable.

Coverage is offered up to £ 10,000.

The repair must be carried out by an **approved repairer**;

In case the battery can't be repaired or if the repair costs are beyond the market value of the battery, **we** pay the replacement of the high-voltage battery up to £ 10,000.

The repair costs are considered beyond the market value of the battery when those costs are higher than the amount the **policyholder** would have to pay for a high-voltage battery, at the time of the insured event, of the:

- same type;
- same quality;
- in the same state of wear.

## Key replacement

In the event of **theft**, loss of the **vehicle** keys or activation device, **we** will reimburse the cost of replacing the keys and changing the lock, including reprogramming the starting system immobilizer.

**In addition to the General exclusions under Section 12, we won't cover:**

- any keys or activation device which unlocks and/or starts the **vehicle** that, have been left in, on the **vehicle**;
- any keys or activation device have been taken as a result of a **theft** in the **main residence** without any break-in and without any official police declaration;

## Glass Cover Plus

In addition to the Windscreen coverage under section 3, damages to parts of the **vehicle** made of glass or materials that serve as a substitute for glass are insured. Damage to the **vehicle's**

rear-view mirror is also insured only if the bracket is damaged and replacement with the same part is necessary. The bulbs are also insured if they are destroyed when the glass breaks.

No compensation will be paid if the replacement or repair is not made or if the cost of replacing the glass equals or exceeds the **market value** of the **vehicle**.

## Charging equipment

The insurance covers the charging equipment in the **main residence** for insured **vehicle** against sudden and unexpected damage caused by:

- unintentional handling error resulting in internal malfunction;
- malicious acts/vandalism by third parties;
- **theft**;
- bites and subsequent damage caused by rodents;
- exposure to current, including short circuits, overcurrents,, overload, and ground-fault
- effects of foreign objects.

## Exclusions for this extension

The charging equipment section does not cover any liability, loss, or damage resulting from :

- functional damage, breakage and deterioration resulting directly or indirectly from the normal ageing process (in particular rust, corrosion, oxidation) or from wear and tear, i.e. natural wear and tear;
- direct and indirect damage caused by thermal problems, in particular due to excessive temperatures, poor cooling or other overheating;
- damage due to material, processing or design defects as well as damage or defects of any kind that existed prior to the conclusion of this policy ;
- damage caused by fire, lightning or explosions;
- damage caused by natural forces, such as (area-wide) storms (wind speed at least 75 km/h), hail, avalanches, snow pressure, damage caused by falling rocks, stones and earth masses (landslides), floods;
- any loss, damage resulting from the charging station use and operation
  - causing damage to the building on which the charger(s)/wallbox(es) are permanently installed

- any bodily injury damage to any person insured and/or any third party and/or
- any material damage property that belongs to any person insured and /or any third party;
- any public and/or product's and/or legal liability resulting from the charging station use and operation whichever the cause of any loss or damage;
- any wiring/electrics outside of **your** property which are buried below ground level
- updating **your** property's wiring (except to the extent directly attributable to repairing a connection to the charging point for **your vehicle**);
- repairing or replacing wiring encased in rubber or lead;
- any part of the electrical wiring where completing a repair would result in a breach of the current electrical wiring regulations and electrical safety standards;
- any electric vehicle charging point and wiring that was not installed by a qualified electrician (**we** may ask **you** to produce evidence of installation);
- charging points over 32 amps.

## Tyre and rim damage

This coverage applies in case of damage only to tyre and/or rim, if any other part of **your** insured **vehicle** is damaged in the same claim **you** can't benefit from this additional coverage. In such a case **we** will only apply the terms and **excess** of the accidental damage coverage (section 2) including tyre and/or rims.

### Tyre

Damage to the tyres attached to the **vehicle** caused by nails, screws, curbs, broken glass or other sharp-edged objects

Tyres will be repaired or reimbursed up to the sub-limit per tyre mentioned in the **policy schedule**.

**We** cover under this section:

1. the reimbursement of the repairs cost or the replacement of the same damaged tyres including labour costs;
2. the reimbursement of the replacing cost (including labour costs) of the second tyre on the same axle, if technically necessary.

### Rim

**We** cover accidental damage to the rim attached to the **vehicle**.

Rims will be repaired or reimbursed up to the sub limit per rim mentioned in the **policy schedule**.

**We** reimburse the repairs' cost or the replacement of the same damaged rim including labour costs.

#### Exclusions for this extension

- Tyre & Rim **vandalism** material damage is covered as **vandalism** under section 2.
- If the remaining tyre tread is less than 3 millimetres, no compensation will be paid.
- Incorrect chassis setting;
- Incorrect air pressure according to the **vehicle** or tyre manufacturer's recommendations and operating instructions;
- Cosmetic damage to rims is not covered.

## Section 12 – General Exclusions

Those general exceptions apply to all sections of your motor policy

What **we** won't pay for

### Excess

The amount of any **excess** shown in the **policy schedule**.

### Depreciation, wear, tear

Any loss or damage caused by depreciation, wear & tear. This exclusion does not apply if **new value compensation** coverage is provided and mentioned in **your policy schedule** for depreciation exclusion.

### Deliberate act

**We** won't cover any loss, damage, liability or injury caused directly or indirectly by a deliberate act by **you** or any **named driver**.

### Driving and use of your vehicle

a) **We** don't cover any loss, damage, liability or injury caused directly or indirectly while the **vehicle** is being driven :

- by anyone who isn't a **named driver** on **your certificate of motor insurance**

- by or was in the charge of **any named driver** including **you**, who is disqualified from driving or has never held a licence to drive a vehicle or is prevented by law from having a licence or does not meet the terms and conditions of their licence;
- by **you**, or any **named driver**, or any other person if **you** or they are :
  - driving with an alcohol level in excess of the legal limit in the country where the incident happens;
  - driving whilst unfit while under the influence of drink or drugs whether prescribed or otherwise;
  - failing to provide a blood, urine or breath specimen when required to do so, without lawful reason.

Where **we** are required to meet any obligations under current **road traffic law**, **we** will recover from **you** or **any named driver** all sums paid including all legal costs whether in settlement or judgement, or any claim arising from the incident and **your policy** will be cancelled.

- driven by in an unroadworthy, unsafe or damaged condition or where the **vehicle** does not have a Department of Transport MOT if one is required by law or Vehicle Tax,
- being driven with a load or number of passengers which is unsafe or greater than the manufacturers specifications,
- being driven whilst declared SORN (Statutory Off Road Notification),

b) **We** don't cover any loss, damage, liability or injury while the **vehicle** is being :

- used for a purpose that isn't shown as allowed or is excluded on **your certificate of motor insurance** or,
- used on the Nurburgring Nordschleife or for racing formally or informally against another motorist, pace-making, competitions, rallies, green laning, track days, participating in motoring events, trials or speed tests, either on a road, track, racing circuit or at an off-road 4x4 event or prepared course; or
- used deliberately or recklessly by **you** or any **named driver** who is covered by this insurance with the intention of:
  - self-harm or suicide; or
  - causing damage to other vehicles or property; or
  - causing injury to any person and/or to put any person(s) in fear of injury;

- used for the carriage of **hazardous goods**
- used while **your vehicle** is in the custody or control of:
  - a member of the motor trade for the purposes of maintenance or repair, or
  - an employee of a hotel or restaurant or vehicle parking service for the purpose of parking **your vehicle**.
- used for the carrying of passengers or goods for hire and reward purpose,
- used carrying an unsafe or insecure load or towing a trailer or caravan which is carrying an unsafe or insecure load,

## Confiscation of your vehicle

**Your policy** *does not* provide cover: for loss or damage resulting from empowerment or confiscation of **your vehicle** by Customs and Excise, the police or other government authority; to release a motor vehicle that isn't covered by this **policy** if it was seized by or on behalf of any government or public authority.

## Terrorism, War and hostilities

**Your policy** *does not* provide cover for **terrorism**, war, invasion, act of foreign enemy, act of **terrorism**, hostilities (whether war is declared or not), civil war, revolution, insurrection, rebellion, coup, military or usurped power.

## Pressure Waves and sonic bangs

**We** don't cover any damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound

## Earthquakes

Any liability, loss, damage, cost or expense caused by earthquakes and the results of earthquakes.

## Contracts

**Your policy** does not provide cover for any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.

## Proceedings outside the territorial limits

**Your policy** does not provide cover for proceedings against **you** or judgements in courts outside the **territorial limits**.

## Automated car exclusion

a) **We** won't cover any liability, loss, damage or injury:

- caused by **your automated car** at any time or place that the use of automated mode is unlawful, unless **we**’re required to do so under the laws of the territory in which the **accident** occurs. If so, **We** may require any **named driver** to repay **us** any amounts that **we** are required by law to pay.

b) Unless **we** are required to do so under the laws of the territory in which the **accident** occurs, **we** won’t cover any liability, loss, damage or injury

- To the person in charge of **your automated car** where the **accident** was wholly due to that person’s negligence in allowing **your automated car** to drive itself when it was not appropriate to do so
- To **you** if the **accident** is caused by a failure to install all updates to **your automated car** or where the **software** has been altered without the approval of the manufacturer. **We** may also require **you** to repay **us** any amounts that **we** are required by law to pay.

## Cyber exclusion

**We** don’t cover any loss, damage, legal liability, cost or expense caused by:

- Failure, or partial failure of any computer or computer system.
- Loss or partial loss of any electronic **data**.
- Repair, replacement or restoration of any electronic **data**.
- A cyber act or event

## Speed assessment equipment

**We** won’t cover any loss or damage to a speed assessment detection device.

## Car failure

The **policy** does not cover any failure caused by a mechanical, electrical or computer problem.

## Indirect Loss

Indirect losses which result from the incident that caused **you** to claim, for example, **we** will not pay compensation for **you** not being able to use the vehicle.

## Radioactive contamination

Radioactive contamination; either by:

a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and/ or

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## Use on Airfields

The **policy** does not cover and **we** will not be liable to pay any sums to **you** in relation to any **accident**, injury, loss, damage and /or any nature whilst the insured vehicle is used in or on part of any airport or airfield, aerodrome, military base which is used for the take-off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons, including service roads, refuelling areas and parking areas for ground equipment;

## Pollution

The **policy** does not cover any loss, damage, liability or injury caused by identifiable pollution or contamination, unless it's come from a sudden and unexpected **accident**

## Towing

**We** won't cover any loss or damage to any trailer or vehicle that **your** vehicle is towing, or any contents of a trailer or vehicle on tow.

## Car manufacturer warranty

Any loss, damage, liability covered under the legal warranty of the car manufacturer

## Workmanship

**We** are not liable and **we** will not give any guarantee for any claim repairs paid and covered under any claim covered under this **policy**.

**We** will not pay any loss, damage and or any workmanship's liability under this **policy**.

## Any other insurance cover

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

## Section 13 – General terms & conditions

### Your duties

#### Information that you'll provide displayed on your statement of fact

**You** must have answered accurately and truthfully all questions relating to **your** details; those of **your** vehicle and of all **named drivers** on **your policy**. **You** must also have truthfully agreed to all statements that **we** listed in the terms and conditions relating to **your policy**.

**We** may audit **your policy** details throughout **your** term of cover in order to validate the details **you** have provided. Part of this audit may require **you** to provide **us** with documents which **we** deem appropriate to validate details in relation to **your policy**.

#### The changes you are required to notify us during your policy

**You** agree to meet all the conditions contained in this **policy** wording, the **policy schedule**, certificate of motor insurance and any **endorsements** applied to the insurance and provide **us** with co-operation and assistance throughout the duration of this **policy**.

Documentation	Information	Co-operation
Proof of Identity & Address	Correspondence received from any third parties	Providing a Witness Statement
Driving Licence Summary	Details of third parties & witnesses	Attending Court
V5 & Proof of Purchase	Incident Statements & sketches	Meetings or calls with Solicitors or <b>us</b>
Receipts & Invoices		

The changes **you** are required to notify **us** include, but are not limited to the following:

- **you** purchase a new vehicle that **you** would like covered by this **policy**;
- **you** would like to add another **named driver** or change any **named driver**;
- **you** move address, regardless of whether within the **territorial limits**;
- If **you** scrap **your vehicle** or it becomes the subject of a Statutory Off-Road Notification (SORN);
- **you** plan on making any **modifications** to:
  - **your vehicle**;

- any **accessories**;
- **your** car registration number;
- If **you** want to use **your vehicle** for a purpose not shown on **your certificate of motor insurance**;
- **you** sell **your vehicle**;
- **you** change occupations or take out an additional occupation.

This is not a full list and if **you** are in any doubt, **you** should advise **us** for **your** own protection.

**You** must always take reasonable care to ensure the information **you** provided, or which was provided on **your** behalf and which is displayed on **your statement of fact** or contained in any declaration is, to the best of **your** knowledge and belief, correct and complete.

**You** are required to immediately update **us** with any changes to the information **you** provided at the time **you** asked **us** to insure **you**.

When **you** tell **us** about a change, **we** will assess how it affects **your policy** and **you** may need to pay an additional premium. In some cases **we** may not be able to continue with **your policy**. Where this happens, **you** will be advised and **you** will be given a minimum of 7 days' notice to arrange cover with an alternative insurer.

## Fraud and misrepresentation when underwriting this policy

If **you** fail to provide **us** with accurate information or do not comply with **our** requests, **we** may:

- a) declare **your policy** void from inception (which means treating it as invalid) and **we** may not make any return of premium.
- b) cancel **your policy** by giving **you** a minimum of 7 days' notice in writing to either the email or the postal address that **you** have given to **us** and return any premium or recover any unpaid premium.
- c) remove one or more **named drivers** from **your policy** and adjust **your** premium accordingly.
- d) recover any shortfall in premium.
- e) not pay any claim that has been or will be made under **your policy**.
- f) be entitled to recover from **you** the total amount of any claim already paid under **your policy** or any claim **we** have to pay under any relevant road traffic legislation, plus any recovery costs.

If **we** suspect fraudulent activity has taken place on **your policy** either by **you** or someone on **your** behalf, **we** may cancel or void **your policy** (treat **your policy** as if it never existed) by giving **you** 7 days' notice in writing to either the email or the last postal address known to **us**.

## Claims procedure and claims defence

If **you** have an **accident** or need to claim

**You** must:

- report any incident to **us** as soon as reasonably possible;
- give **us** any help **we** need;
- send all correspondence (including writs and summons);
- immediately tell **us** (before making any reply) about any prosecution, coroner's inquest or fatal **accident** inquiry;
- report **theft**, **vandalism** or malicious damage to the police within 48 hours of discovery;
- not admit any liability and /or negotiate any payment with any third part;
- cooperate with **us** fully, including:
  - giving **us** consent to proceed with the repair to **your vehicle** as soon as possible after **we** have obtained an estimate from **our approved repairer**;
  - providing **us** with any formal documentation, including the V5 registration certificate for **your vehicle**, personal identity requests or driving licence for any **named driver** of **your vehicle**;
  - upon **our** request, send to **us**, unanswered, as soon as possible any documents **you** receive such as notice of prosecution, coroner's inquest, fatal **accident** inquiry, court summons, claim or letter. If the **accident** has been recorded by **your** dashboard camera, **you** should let **us** have copies of the **accident** recording as soon as possible.

**We** may:

- take up, defend or settle any claim in **your** name for **our** benefit;
- determine the payment and how **we** handle any proceedings;
- recover any payment **we** have made under this **policy**.

## Claims defence

**We** shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.

**We** shall have absolute discretion in the conduct of any proceedings or in the settlement of any claim and **you** and any **named drivers** driving the **vehicle** at the time of the **accident** must give **us** whatever co-operation, information and assistance is necessary.

## Premium payment

**You** have the option to pay for this **policy** **either** on a monthly basis or annually.

If **you** pay on a monthly basis, the first monthly payment will be due no later than 14 days after the **policy** inception date as noted on **your schedule**.

If **you** have agreed to make a single annual payment this is also due no later than 14 days after the **policy** inception date as noted on **your schedule**.

If following the issuing of the contract **you** do not make **your** annual or monthly payment(s) on time; **we** reserve the right to cancel **your policy** as set out in “Cancellation by Us” below.

## How total losses can impact your policy

If as a result of a claim **your vehicle** is determined to be a **total loss**, this **policy** will cease without refund of premium unless **you** change **your vehicle** within 30 days to another that would normally be acceptable to **us**.

In the event of the **policy** ceasing due to **your vehicle** being a **total loss**, all outstanding or unpaid premiums must be paid immediately.

**We** may reduce the claims payment by the amount of outstanding or unpaid premiums.

## Right of recovery

If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this **policy**, **you** must repay the amounts to **us**.

**You** or the person who caused the **accident** must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau.

## Cancellation by you

**You** can cancel the **policy** at any time, just get in touch with the **insurance intermediary**. Please note that if **you** are paying by instalments, then cancelling any credit agreement won't change **your** obligations to make payments on time under this **policy**.

We sincerely hope that **you** will not want to cancel **your policy**, but in the event that **you** do, this section highlights what **you** need to do and what, if any, action may be taken.

### Cancellation During the Cooling Off Period

The cooling off period starts 14 days from the **policy** start date or when **you** receive the **policy** documents, whichever is later.

If **you** notify **us** that **you** wish to cancel **your policy** during this period, **we** will refund any premium in full, subject to no claims being incurred.

### Cancellation After the Cooling Off Period

Should **you** decide to cancel **your policy** outside of the cooling off period, **you** will be charged proportionately for the time **you** have been on cover along. If a claim has occurred on **your policy**, there will be no premium refund, unless and until **we** are able to make a full recovery of any actual or expected outlay from an at fault third party.

### Cancellation by Us

There may be reasons where **we** may need to cancel **your** insurance. **We** will do this by giving **you** 7 days' notice via email to **your** last known address.

**We** will only exercise this right if there is a good reason for doing so, including unpaid premiums, if **you** fail to provide documents **we** request, requesting insurance for a risk **we** consider unacceptable or if **we** become aware that **you** have been driving **your vehicle** otherwise than in accordance with this motor **policy** terms and conditions. **You** are responsible to inform all the **named drivers** about the cancellation of the **policy**.

There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim, or **you** have already made a claim under **your policy**, during the current **period of insurance**.

### Parties to this contract

This contract is between **you** and **us**. Other people can't enforce it except for their rights under **road traffic law**.

The Contracts (Rights of Third Parties) Act 1999 doesn't give others additional rights under **your policy**.

### Choice of law

The law in the part of the **UK** where **you** live governs this **policy** and will be subject to the exclusive jurisdiction of the courts in that jurisdiction, unless agreed otherwise in writing before cover starts.

## Car sharing

Your policy covers **you** to drive with paying passengers for social or similar purposes, as long as:

- **you** don't carry more passengers than **your vehicle** was made to carry; (as set out in the manufacturer's specification);
- **you're** not running a public hire (taxi) or private hire business or similar;
- the total payment **you** get for any journey doesn't include any profit.

## Sanctions limitations

**We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of 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 the European Union, **United Kingdom** or USA.