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one insurance

Car Insurance Policy Booklet

06.10.2020 *Yoga*

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Your Car Insurance Policy

You should read this policy, the schedule, endorsements and Certificate of Motor Insurance as one contract. It is our agreement with you, based on the information you give to us and on the information in your proposal or statement of facts.

In return for your premium, we will give you insurance for liability, loss or damage which happens during the period of insurance stated on your schedule. This will be in line with the sections of this policy document, which are shown as operative on your schedule. Please check the exclusions under each section and the general conditions which apply to all sections of this booklet. Any information you supply must be provided honestly, fully and to the best of your knowledge. Should you discover that any information is incorrect, you must contact us at the earliest convenience to amend it.

In order to validate the information you provide, we may ask you to provide details such as; your driving licence, proof of address, proof of your No Claims Discount or proof of purchase of the vehicle you wish to insure.

Conflicts of Interest Disclosure

One Insurance Limited is owned by directors who, in some cases, are also directors of Yoga Insurance Services Limited and Yoga Insurance Services Limited, whom may be your Insurance Broker.

Our Promise To You

To avoid any misunderstanding all our information to you will be in plain English. It is our promise to be fair and reasonable whenever you need the protection of this policy and we will always act promptly with your interests in mind.

Signed for and on behalf of ONE Insurance Limited



Sarah Chadburn
Director
ONE Insurance Limited

Definitions

Policy document	This booklet.
You, your	The person named as the policyholder on the schedule and certificate of motor insurance.
Excess	The amount of money you must pay towards the cost of a claim.
We, our, us	ONE Insurance Limited.
Schedule	This will show; <ul style="list-style-type: none"> • the period of cover; • name of the policyholder; • driver and use; • sections of this policy document which apply; • conditions which vary the terms of this policy document; • Excesses that apply to the policy.
One Call Claims Limited	One Call Claims provide claims management services for insurers.
Certificate of Motor Insurance	Proof that you have motor insurance as required by the law.
Green Card	The international motor insurance card. This is the document that some countries need as proof of compulsory insurance.
Your Car	The insured car. In section 3 of your document of insurance, it will also include any trailer, caravan or broken down motor vehicle while they are attached to your car for towing.
No Claims Discount	An accumulation of discount you accrue for every claim free policy year.
Market Value	The cost of replacing your car, if this is possible, with one of a similar make, model and specification, taking into account the age, mileage and condition of your car, immediately before the loss or damage happened. In assessing the market value of your vehicle, we may refer to insurance industry recognised guides of vehicle values as well as searching for available vehicles being offered for sale to the general public.
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Theft	The physical removal of an object that is capable of being stolen without the consent of the owner and with the intention of depriving the owner of it permanently.
Track Days	Driving or use on a motor racing track, circuit, airfield, derestricted toll road or at an "off-road" event.
Recommended Repairer	An approved garage/mechanic as selected by One Call Claims or us.
Data Protection Laws	Any law, regulation or rules which relates to the protection of individuals with regards to the processing of personal data.

Car Sharing

Accepting payments from passengers as part of a car-sharing arrangement will not affect your insurance cover if:

- they are being given a lift for social or similar purposes;
- the insured car is not built or adapted to carry more than eight passengers;
- this is not done as part of a business of carrying passengers;
- any money received does not produce a profit.

Our Commitment To The Environment

ONE Insurance Limited is committed to helping the environment by supporting the use of paperless documents wherever possible. This will help us to cut down our carbon footprint and means we can pass on the savings on post and administration to you our customers, however if you do require a paper copy of your insurance documents please contact your broker.

Territorial Limits

Except where we say otherwise your insurance applies in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Need to Make a Claim?

- Call us as soon as possible after the incident.
- Give us as much information about the incident as you can.
- Speak to us before you make any arrangements for replacement or repair.
- Report to the police if your car is stolen.
- Do not accept or admit liability.

Contact our claims line:

0203 738 7386

Making a Claim

If you are involved in an accident, or your vehicle is stolen call us first on [0203 738 7386](tel:02037387386) as soon as possible after the incident has occurred. Reporting a claim in a sufficient time means you will not incur an excess penalty.

Assistance is available on this number 24 hours a day.

You will need to provide us with the following information:

- Your policy/certificate number.
- Your personal details and those of the driver.
- The date, time, location and full circumstances of the incident.
- Details of any other persons, vehicles or property involved in the incident.
- Details of any injuries sustained in the incident.
- If you are reporting the theft of your vehicle, any crime reference given to you by the police when you reported the theft to them.

Speak to your broker before you make any arrangements for replacement or repair call: [0203 738 7386](tel:02037387386)

If your car needs to be repaired (and the damage is covered by this policy), we have a nationwide network of selected repairers who can arrange to start work on your car with the minimum of delay.

When you first report the incident to One Call Claims, they will help you to arrange the repair of your car by one of their selected repairers, including collection and redelivery to your home if required.

If you have a Comprehensive policy and need the use of a car while your own is undergoing repair by one of our selected repairers they will provide you with a temporary replacement car - full details can be found in the Courtesy Car section of this policy (Basis of Settlement Sections 1 and 2).

When repairs are completed arrangements will be made for you to collect your car (or for the car to be redelivered to your home). When you collect the car you will need to pay the repairer any policy excess or contribution which may be applicable. These will be confirmed to you before repairs are completed. Selected repairers have been chosen by One Call Claims to provide both a high standard of service and quality repair work. Repairs are guaranteed for as long as you own the car or 3 years whichever is shorter.

If your car cannot be repaired, One Call Claims will deal with the damage on a total loss basis. In these circumstances, a temporary replacement car will not be provided. One Call Claims will also require the original vehicle registration document V5C and current MOT certificate.

If the incident relates solely to breakage of the windscreen or windows in your car, please call [0203 738 7386](tel:02037387386). If you have a Comprehensive policy, all you will have to pay is a policy excess of £100 per piece of glass. Repairing the glass rather than replacing it will mean you will only have to pay a £20 one off cost rather than the £100 excess.

One Call Claims Limited are authorised to deal with all claims on behalf of One Insurance Limited. If you are unhappy with the service received from [One Call Claims Limited](#), please write to [One Call Claims Limited, Unit 1, Carolina Court, Doncaster, South Yorkshire, DN4 5RA](#). One Call Claims Limited are Registered in the UK under registration number 04698407.

Section 1 Accidental Damage

What Is Covered?

If your car is damaged by accident, vandalism or malicious damage, we may:

- Pay the cost of repairs to your car.
- Replace what is lost or damaged.
- Make a settlement payment based on the cost of replacing your car at the time of the loss or damage, taking into account its make, model, age, mileage and circumstances of its purchase by you. This shall not exceed the estimate of value that you last gave to us.

Section 2 Fire and Theft

What Is Covered?

If your car is lost or damaged by fire, lightning, explosion, theft or attempted theft, we will:

- Pay the cost of repairs to your car.
- Replace what is lost or damaged.
- Make a settlement payment based on the cost of replacing your car at the time of the loss or damage, taking into account its make, model, age, mileage and circumstances of its purchase by you. This shall not exceed the estimate of value that you last gave to us.

What Is Not Covered Under Sections 1 And 2

We will not pay for the following:

- Wear and tear, your car losing value or for any repairs which improve your car beyond its condition before the loss or damage happened.
- Mechanical, electrical, electronic or computer failures or breakdowns or breakages including damage to your car caused by the use of fuel not compatible with your engine.
- Damage to tyres caused by braking, punctures, cuts or burst.

- More than the manufacturer's latest list price in the United Kingdom of any part or accessory. If such a list price is not available the most we will pay is the manufacturer's latest list price in the United Kingdom for an equivalent part or accessory.
- Additional storage costs caused by delays as a result of the unavailability of any part or accessory nor the cost of importing any part or accessory into the United Kingdom.
- Loss or damage to your car caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Loss of use of your car or any other indirect loss.
- Loss of or damage to your car by theft or attempted theft if your car has been left unlocked, left with the keys in it, on it or left with a window or roof open.
- Loss of or damage to your car caused by you carelessly or by recklessly offering your car to a third party; including deception, fraud or trickery, including when you are offering your car for sale.
- Where your car is driven or used without your permission by a person you know unless you report the person to the police for taking your car without your consent.
- Loss of or damage to your car as a result of it being confiscated or destroyed by or under official order of any government, public or local authority.
- Deliberate damage caused to your car by any person insured under your policy.
- Any loss from your car being taken and returned to its rightful owner.
- Loss of or damage to any trailer or caravan whether or not it is being towed by or attached to your car.
- If the driver of the car is convicted of an alcohol or drugs related offence as a result of the accident.
- The additional cost of modifications (including any change to the fuel system or modifications for disability) other than those supplied and fitted by the manufacturer or their approved garage at the time of original registration.
- Depreciation of the cars value after or because of repairs.
- Any windscreen claims.
- Any claim if the driver is found and / or convicted of using any mobile phone or device whilst driving at the time of the incident.

Section 1 & 2 Basis of Settlement

If your car belongs to someone else or is under a hire purchase or leasing agreement, we may pay the legal owner. (The owner is the person who paid for the vehicle in full or was given it as a gift).

Repairs

If this insurance covers the loss or damage and the cost will not exceed the market value of your car:

- You must contact your insurer with details of the loss so that repair can be authorised.
- Providing you have contacted us with details of your loss and repairs have been authorised, we will also pay the reasonable cost of removing your car to the nearest competent repairer, and after repair, returning it to the address shown on your schedule.
- Where you chose to use your own repairer this may lead to delays in us arranging the repairs to your car. We cannot guarantee a courtesy car in the instances you use your own repairer, even if a courtesy car is shown on your insurance schedule. In addition, we will not pay more than the amount our recommended repairer would have charged.
- We will not pay the difference in repairs when it is not being done through our approved garage, however we can try to negotiate costs in order to assist.

Any repairs must be authorised by us prior to being carried out.

We may use parts or accessories which are not made or supplied by your car's manufacturer but are of similar type and quality to the parts and accessories we are replacing. If your car is damaged, we will use one of our recommended repairers to repair it. Repairs carried out by our approved repairers will include a 3 year guarantee on the parts used for repair.

Vehicle Recovery in the Event of an Accident, Fire or Theft

In the event of a valid claim where 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 approved repairer, storage facility or home address. 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.

Onward Destination

Should you be unable to continue with your journey as a result of a claim for loss or damage and you are making a claim under Sections 1 & 2 of this policy (the claim must be reported before any arrangements are made), we will pay up to £100.00 per person or a maximum of £500.00 for all occupants of the car, in the event of the following:

- Travelling expenses for the occupants of the insured car towards reaching your destination.
- One-night hotel accommodation on the day of the loss or accident for all occupants of the insured vehicle if they cannot continue the journey and the overnight stop is necessary and unplanned.
- Alternative travel is extended to European cover with a maximum limit of £500.00 per claim.

We will attempt in most cases to arrange onward travel. Should this not be possible you must pay for the accommodation or travelling expenses and submit receipts for reimbursement. Costs will not be covered for newspapers, drinks, telephone calls and meals. This cover will not apply outside the Territorial Limits of the policy. If in any instance your claim for your own damages is rejected you will be liable to repay the costs incurred for your onward travel, accommodation or travelling expenses.

Total Loss of Your Car

If your car is a total loss, your car will become our property. All cover, including the driving of other cars if applicable, is then cancelled for you and any other drivers on the policy. We will deduct any outstanding premium owed to us from any claims settlement we make to you as we will have met our responsibilities under the policy.

New Car Replacement

If your car is a total loss, we will (if you and any other interested parties agree) replace it with a new car of the same make, model and specification as long as:

- You have owned your car since it was first registered as new.
- Within 13 months of it being registered as new, your car suffers damage where the cost of repair is estimated by us to be more than 50% of the current list price (including taxes) of your car at the time of the damage.
- Your cars recorded mileage at the time of the loss is not more than 12,000 miles.
- Your car is not an import and was sourced and supplied as new in the United Kingdom.
- The replacement car is available in the United Kingdom within 6 weeks from the receipt of all requested documentation.

If a car of the same make, model and specification is not available, the most we will pay is the market value of your car at the time of loss or damage.

If you are still paying for your car under a hire purchase or leasing agreement we will pay a claim for the total loss of your car to the hire purchase or leasing company.

If your car is a total loss, we may put it in free and safe storage until your claim is settled. We will also be entitled to take possession of your car once we have settled your claim.

If you are paying by instalments and we settle a total loss claim under this section all outstanding premiums may be deducted from the claims settlement. The lost or damaged car will then become our property. We will also require the original vehicle registration document V5C along with all keys.

If your car is stolen you will not qualify for the new car replacement.

Excesses That Apply

If your policy or schedule shows that you have an excess, you must pay the first part of any claim as follows:

- An ALL sections policy excess of £150 applies to your policy in addition to any specific excess mentioned on your policy schedule.
- The policyholder is responsible for all excess payments including where a named driver under the policy was driving the vehicle. If this amount is paid in error by us you must refund the amount immediately on request.

Windscreen

- In the case of any windscreen claims where our approved repairers are not used, we will only pay up to a maximum of £250 for a replacement and £30 for any repairs after you have paid your policy excess.
- In the case of windscreen claims where repair is not possible and your windscreen is replaced a £100 excess will apply if you use our approved repairers or £300 if you do not use our approved repairers. You will be required to pay the total excess upfront.
- In the case of a repair to your windscreen a £20 charge shall apply.
- Cover is provided for the recalibrating of any mechanical or electrical cameras or equipment.

Windscreen replacement or repair does not cover:

- Damage to any part of a glass/plastic sunroof or roof panel
- Damage to any foldable roof or removable hood of a convertible or cabriolet vehicle
- Replacement of non-standard tint to Glass.
- Any claim as a result of Theft, Attempted Theft, Vandalism or malicious damage.
- Any loss or damage as a result of wear and tear, dryness, dampness, extremes of temperature, exposure to light, contamination and/or pollution.

In all cases the amounts shown above will apply on top of any other excess shown on your Schedule. You do not have to pay any excess when your car is with a member of the motor trade for servicing.

We may use parts or accessories which are not made or supplied by your car's manufacturer but are of similar type and quality to the parts and accessories we are replacing

Audio Equipment

Loss of or damage to your car including the vehicle accessories whilst in or on your vehicle or in your private garage are covered for the following:

- Theft.
- Attempted Theft.
- Fire and lightning.

We will pay up to £300 for the loss or damage to in car audio, DVD, Television, games console, electronic navigation or radar equipment fitted to your car. Should the equipment be part of the cars original specification or fitted by the vehicle manufacturer/dealer from the first registration then unlimited cover will be provided.

Child Safety Seat

If your car has a Child's car seat or booster seat fitted and your car is involved in an accident, fire or theft and providing you are making a claim under Sections 1 or 2 of this policy, we will pay for the cost up to £300 of a replacement for a similar model and standard.

This is subject to proof of purchase by way of the purchase receipt for the original item. The child's car seat or Booster seat should be made available for inspection except in cases where theft has occurred.

Replacement of Locks And Keys

We will pay for all the locks to be replaced if one or more is damaged. If your car keys are lost or stolen we will pay for replacement locks and keys, providing they were not left in or on your car while it was unattended. You must pay the first £200 or your total policy excess whichever is higher of any claim for replacement locks and keys. There is a £1000 maximum claim limit under this section.

Courtesy Car

We will not provide the guarantee or provision of a replacement vehicle in the following circumstances:

- Where the vehicle is deemed beyond economical repair.
- Where you fail to allow access or collection of the insured vehicle.
- Where your vehicle is retained by the police.
- Where your claim is investigated in cases of misrepresentation or failure to supply full requested documentation.
- Where the insurance policy has expired or has been cancelled.
- In the event of a fire or theft claim.
- Where you use your own repairer, even if a courtesy car is shown on your insurance schedule.

We will provide Insurance for the temporary replacement car under this insurance in exactly the same way as we insure your car and you will only have to pay for the fuel used. You must return the temporary replacement car when the owner or we ask you to or if this Insurance expires and you do not renew the policy.

The temporary cars provided are usually a small hatchback under 1200cc and any additional requirements may be subject to availability.

What is not covered under section 1 & 2?

We will not pay for the following:

Where the policyholder is criminally charged and prosecuted for any driving offence in connection with the incident e.g. speeding, intoxicated, dangerous driving.

Section 3 Liability to Other People

What Is Covered?

We will pay all sums you are legally responsible for:

- Following the death of or bodily injury to other people.
- Up to £20,000,000 for damage to property.
- As a result of any accident involving your car or any other vehicle your Certificate of Motor Insurance allows you to drive.

If your certificate of motor insurance says so, you are insured under this section to drive a private motor car not owned by you and not hired to you under a hire purchase or leasing agreement on a third party only basis, as long as:

- The car has not been hired to you under a car rental agreement.
- The car is not a van which has been adapted to carry passengers.
- You have the owner's permission to drive the car.
- The car is registered and normally kept in Great Britain and/or Northern Ireland.
- You are not covered by any other insurance to drive it.
- You still have your car and it has not been damaged beyond cost effective repair.
- The car is insured by the car owner and you are entitled by this certificate to drive such a car.

Other People

In the same way as you are insured, we will insure:

- Any person driving or using your car with your permission, as long as this is allowed by your schedule and certificate of motor insurance.
- Any passenger travelling in or getting into or out of your car.
- The employer or business partner of any person who is driving or using your car for their business, as long as this is allowed by your schedule and Certificate of Motor Insurance.
- The legal representative of any person who has died who would have been entitled to protection under this section.

Legal Costs

We will pay any legal costs and expenses that you have incurred with our prior written consent. This could include solicitors fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction, and defence of any legal proceedings that are taken for manslaughter or causing death by dangerous or reckless driving.

Emergency Treatment Charges

We will pay for emergency treatment charges as required under the Road Traffic Acts. If this is the only payment we make, it will not affect your No Claims Discount entitlement.

What Is Not Covered?

We will not pay for:

- Death of or bodily injury to any employee arising out of or in the course of their employment by any person who is covered by this section, unless the employee is a passenger in any vehicle for which insurance is provided by this section.
- Legal responsibility which is covered by any other insurance.
- Loss of or damage to any car which is covered by this section.
- Loss of or damage to any trailer, caravan or vehicle (and their contents) while being towed by or attached to any car which is covered by this section.
- Loss of or damage to any property which belongs to or is in the care of any person who is claiming under this section.

- Legal responsibility, loss or damage when your car is being used in the operational boundaries of any airport or airfield except when we have to meet the requirements of the Road Traffic Acts.
- More than £20,000,000 for any one incident or series of incidents arising from one event that causes loss or damage to property. The most we will pay for all costs and expenses is up to £5,000,000.
- Loss or damage caused by a deliberate act.

Section 4 Foreign Use

What is covered?

We will cover your legal liability to others while you or any driver covered by this policy are using the car in:

- Any country which is a member of the European Union.
- Any country which the Commission of the European Communities is satisfied and has made arrangements of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

Please note the cover is limited to that which must be provided under the road traffic law of the country you visit or the minimum cover required in Great Britain, whichever is greater.

European assistance will be provided in the event you have an accident whilst travelling abroad within the territorial limits of the insurance policy and you have informed us of your intended travel abroad. The assistance will only be available when claiming under section 1&2 of the policy and the claim is reported to us at the time assistance is required.

Your policy automatically provides the cover shown on your schedule for up to 90 days within the period of insurance while you are using your car in the countries described in this section, as long as:

- your car is taxed and registered in the territorial limits;
- your car is normally kept in the territorial limits; and
- you have a permanent home in the territorial limits.

Your policy provides cover while your car is being transported by rail or a recognised sea route (including while it is being loaded and unloaded) between any countries in which this policy provides cover, as long as:

- you are travelling with your car;
- the total time taken to transport your car is not more than 65 hours (including any stopovers during the journey); and
- the purpose of transporting your car is not to permanently export it.

What is not covered?

Anything which is not covered under sections 1 and 2 of this policy is not covered under this section.

If your Certificate of Motor Insurance allows you to drive any other car, that cover does not apply outside the territorial limits. See Section 3 for further information on driving other cars.

Courtesy Car

A Courtesy car will not be available if repairs take place anywhere outside of the territorial limits.

Making A Claim

If you are involved in an accident, or your vehicle is stolen call One Call Claims first on **0203 738 7386** as soon as possible after the incident has occurred.

Assistance is available on this number 24 hours a day.

You will need to provide One Call Claims with the following information:

- Your policy/certificate number.
- Your personal details and those of the driver.
- The date, time, location and full circumstances of the incident.
- Details of any other persons, vehicles or property involved in the incident.
- Details of any injuries sustained in the incident.
- If you are reporting the theft of your vehicle, any crime reference given to you by the police when you reported the theft to them.

Speak to One Call Claims before you make any arrangements for replacement or repair call: [0203 738 7386](tel:02037387386). There is no need to notify the insurer if the only cover required is third party.

Section 5 Personal Accident Benefits

What Is Covered?

If you or your husband or wife or civil partner are accidentally killed or injured while getting into, travelling in or getting out of the car (or any other private car that you do not own) we will pay the following:

- For death, £2,000.
- For total and permanent loss of sight in one eye, £1,500.
- For total and permanent loss (at or above the wrist or ankle) of one hand or one foot, £1,500.

We will only pay for these amounts if the cause of the death or injury is an accident involving a car and the death or loss happens within three months of the accident. This cover also applies to any passenger who is getting into, travelling in or getting out of the car (as long as there is a passenger seat for that person).

What Is Not Covered?

- Death or injury caused by suicide or attempted suicide.
- Death or injury to any person convicted of driving while under the influence of drink or drugs at the time of the accident.
- Death of or injury to any person not wearing a seatbelt when they have to by law.
- More than £10,000 for any one accident.
- More than £2,500 to any one person for any one accident.
- If you or your husband or wife or civil partner, have more than one motor policy with us, we will only pay under one policy.

Section 6 Dedicated Legal Advice Helpline

In the event you require legal assistance the policy includes an additional legal advice service, this is provided by One Call Claims Limited. If you require legal advice or have been involved in an incident that wasn't your fault you should contact the service provider who will put you in touch with one of our approved panel members. You will then be provided with initial legal advice, what your next steps should be and what will be involved in taking the matter forward.

Legal advice call the Help Line: [0203 738 7386](tel:02037387386)

Please provide the operator with the following information:

- Your name.
- The first line of your address.
- The incident date.
- Your claim reference number.
- Registration number of your vehicle.

Please provide the operator with the following information:

- Policy excess recovery.
- Personal injury compensation.
- Recovery of out of pocket expenses i.e.: loss of earnings.
- Any consequential loss.

Section 7 Personal Belongings Benefits

What Is Covered?

We will pay for personal belongings in your car if lost or damaged due to accident, fire, theft or attempted theft up to a maximum of £200 for any one claim.

What Is Not Covered?

We will not pay for:

- The theft or attempted theft of personal belongings, if your car has been left unlocked, with keys in it, on it or left with a window or roof open.
- The theft of personal belongings unless kept out of sight in the locked boot or glove compartment of your car.
- Money, stamps, tickets, documents or securities.
- Goods, tools, samples or equipment carried in connection with any trade or business.

Section 8 No Claims Discount

What Happens To Your Bonus If You Claim?

If you make a claim or a claim is made against you, and you do not have protected No Claims Discount, we will reduce your No Claims Discount as follows.

- Your No Claims Discount will not be affected in the event of a non-fault claim or a windscreen claim. A non-fault claim is where an accident has occurred but no payment has been made against your policy.
- A theft or attempted theft claim is regarded as a fault claim - it will, therefore, affect your No Claims Discount.
- A claim made for replacement locks and keys is also regarded as a fault claim - it will, therefore, affect your No Claims Discount.
- Your No Claims Discount will not be affected if we only pay emergency treatment charges under the Road Traffic Acts.

No Claims Discount at next renewal date without NCD protection			
	Claims in next 12 months		
NCD Years Granted	1	2	3 or more
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5	3	1	0
6	3	1	0
7	3	1	0
8	3	1	0
9	3	1	0

Section 9 Protected No Claims Discount

What Happens To Your Bonus If You Claim?

If you have opted to protect your No Claims Bonus you will not lose any of your No Claims Bonus as long as:

- You have 3 or more years no claims discount when you incepted the policy.
- You have incurred no more than two claims in any one year period.

No Claims Discount at next renewal date <u>with</u> NCD protection				
NCD Years Granted	Claims in next (1) years			
	1	2	3	4 or more
1				
2				
3				
4	4	4	2	0
5	5	5	3	0
6	6	6	3	0
7	7	7	3	0
8	8	8	3	0
9	9	9	3	0

Uninsured Driver Promise

If you have comprehensive cover and you make a claim where the driver of the other car involved in the accident is found to be uninsured, we'll refund any excess paid and your no claim discount will be restored.

This is as long as:

- You are able to provide the make model and registration number of the other car involved.
- We can establish that you were not at fault in any way.

It will also help if you are able to provide the details of the other driver involved and details of any independent witnesses if possible. When you first claim you may have to pay your excess and your NCD may be affected but once we have established that you were not at fault in any way and the driver of the other car was uninsured your excess will be refunded and your NCD will be restored.

Vandalism Promise

If you claim for damage to your car that is the result of vandalism which is caused by a malicious and deliberate act, you will not lose your No Claims Discount. This is subject to the following conditions are met:

- You pay your excess.
- The incident is reported to the police and is assigned a crime reference number.
- The damage is not caused by another vehicle.

Once we receive your claims, you may lose your No Claims Discount, until we are supplied with a relevant crime reference number.

Section 10 General Exceptions

1 Change of Car - Notification and Acceptance

This insurance will not apply unless:

- You have given us details of your replacement car.
- We have issued a new Certificate of Motor Insurance.

2 Vehicles, Driving and Use

This insurance will not apply if your vehicle is being driven or used:

- Other than in line with your schedule.
- By any person not described on your schedule as a person who is entitled to drive.
- By any person who is disqualified from holding or obtaining a licence or does not have a driving licence which is valid in the territory where the claim happened.
- By any person who is breaking the conditions of their driving licence.
- For hire or reward, racing, pace making, testing, trials, rallies or track days, for any use in connection with the Motor Trade, other than by a member of the Motor Trade for the purposes of overhaul, upkeep or repair.
- For towing for reward a caravan, trailer or mechanically disabled vehicle.
- For towing more than one caravan, trailer or mechanically disabled vehicle at any one time.
- By anyone who is under 25 years old or anyone who does not hold a full licence issued within the territorial limits of the European Union, unless you have sent us their details and we have accepted them in writing. An additional premium and excess will apply if accepted.
- Driving other cars extension will be withdrawn if your vehicle has been written off or declared off the road, you may not drive another vehicle unless you are named on that vehicle with another insurer or the new vehicle is named on this policy.
- Outside of the territorial limits unless otherwise outlined in Section 4.

3 Contractual Liability

We will not make a payment for any liability resulting only from a contract or agreement you have with another party.

4 Radioactivity

We will not pay for direct or indirect loss, damage or liability caused by, contributed to or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of this type of assembly.

5 Earthquake, War, Terrorism, Riot, Civil Unrest

We will not make a payment in the event of:

- Earthquake.
- War, civil war, terrorism, rebellion or revolution except when we have to meet the requirements of the Road Traffic Acts.
- Riot or civil unrest that happens outside England, Scotland and Wales.

6 Fraud, Misrepresentation

We will not make a payment in the event of:

- You mislead us in any way in order to get insurance from us, obtain more favourable terms or to reduce your premium.
- Any claim or part of any claim is fraudulent, false or exaggerated.

All cover under this insurance will be cancelled from the date of the fraud or misrepresentation and any premium paid will be forfeit. If we have made a payment we would not otherwise have made; you will be required to repay that amount to us.

7 Pollution

We will not make a payment for any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable and unexpected incident and it occurs entirely at a specific time and place during the period of insurance.

Section 11 Cooling Off Period and Refunds

Within the first 14 days from receiving your policy documents or the policy start date, whichever is later, you may cancel your policy under the cooling off period principle.

If the cover has started you will be entitled to a refund of the premium paid less a deduction for the days that you have been covered. This deduction will be calculated on a proportionate basis and will include any reasonable administration charges (subject to Insurance premium Tax where applicable).

If any claim has been made during the period of cover provided, you must pay the full premium and you will not be entitled to any refund. If cover has not yet started, we will refund any premium paid in full.

Section 12 General Conditions

1 Duty and Revealing Information

- We will only provide cover under this insurance if you or any other person claiming under this insurance have met all the terms and conditions that apply.
- The information you gave to us when applying for or renewing this insurance must be true to the best of your knowledge.

You must have asked all the other drivers covered by this insurance any relevant questions to obtain the information about them requested by us.

You must tell us as soon as possible about any changes, which have happened since the insurance started or was last renewed that may affect our decision to continue the insurance. Any incorrect information could affect the amount you are able to claim or may even mean you are unable to make a claim. If the information we have on record is different to the true information this may mean that you no longer meet the our insurance criteria which could result in your policy being cancelled or declared void.

Examples of these changes are:

- Any changes to your vehicle, including engine modifications and changes such as fitting alloy wheels, spoilers or skirts.
- Any health conditions that may impair the driving ability of any driver(s) names on your insurance policy.
- A motoring accident, insurance claim, motoring conviction or fixed penalty offence involving any person who will drive your vehicle.
- Changes in the ownership or use of your vehicle or in the job of any person who will drive your vehicle.
- Any change in the use of your vehicle.
- Changes to your address or the address where your vehicle is usually kept.
- If a person whose details you have not already given us is likely to drive your vehicle, you must give us their full details.

This is not an exhaustive list so if you are in any doubt whether or not any facts may be considered material then you should disclose them. The insurer reserves the right to decline any proposal or apply conditional terms.

We will be entitled to examine your driving licence and the driving licence of any other person we insure. You must immediately send to us any driving licence we ask to see.

Any changes made mid-term will be subject to an administration fee of £20.00 plus Insurance Premium Tax where applicable.

2 Your Car

You or any person in charge of your car must take reasonable precautions to:

- Maintain your car in an efficient and roadworthy condition

- Protect your car from damage or loss

You must have a valid:

- Department for Transport Test Certificate (MOT) for your car if one is needed by law.
- Vehicle tax unless your car has been declared off the road in accordance with the statutory off road notification (SORN).

Your vehicle must not be registered as a write-off.

Your vehicle must not be impounded at the time of inception of this motor policy, and you must not be purchasing this insurance with the intention of having your car released from an impound.

You must give us reasonable access to examine your car.

3 Accident and Claims Procedure

- After any loss, damage or accident you must give us full details of the incident as soon as possible. All claims must be reported to us within 48 hours of the incident occurring, otherwise, an additional £500 excess will be applicable in the event that our position has been prejudiced and we incur additional or unnecessary costs due to the late reporting of the claim. This is on top of any other excess you may have to pay under this insurance.
- Should we receive notification of a Third Party claim where you have failed to report damage caused by you, or an incident involving you, any drivers named on this policy or where permission is given to drive the vehicle, we reserve the right to issue a cancellation notice after 7 days of no contact. This cancellation letter will give 7 days' notice that the policy will be cancelled.
- In all circumstances where we have been prejudiced and additional costs have been incurred due to late reporting of the claim we reserve the right to seek recovery of any additional cost incurred due to your action or failure to report the claim in reasonable time as detailed in section 3.i. & 3.ii. Furthermore, should we incur costs and the policy be cancelled the full premium will be owed in all circumstances.

You or any other person claiming under this insurance must:

- Notify us of any proceeds received from third parties immediately.
- Inform the police as soon as possible if your car or its contents are stolen and provide us with the crime reference number.
- Send to us immediately all communications from other people involved which must not have been replied to.
- Immediately tell us of and send to us any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process which must not have been replied to.
- Give us all the information and help we need.
- In some circumstances you may be required to produce your Department of Transport Test Certificate (MOT).

You must not, without our consent:

- Negotiate or admit responsibility.
- Make any offer, promise or payment.

We will be entitled to:

- Have total control to conduct, defend and settle any claim.
- Take proceedings, in your name or in the name of any other person claiming under this insurance, at our own expense and for our own benefit to recover any payment we have made.

4 Other Insurances

If you are dual insured (have another private motor policy) at the time of any incident we won't contribute anything towards the claim; you will have to make the claim via your other insurer. This condition does not apply to page 8, Section 5 - Personal Accident Benefits.

5 Compulsory Insurance Laws

If under the law of any country we must make a payment which we would not otherwise have to make, you must repay that amount to us.

6 Cancellation

If you want to cancel your insurance you need to contact your insurance broker.

You can cancel your policy within 14 days of purchase or renewal (or on the day you receive the policy documents, if that's later) – we will refund any money paid providing cover has not started.

If you cancel after your policy has started, we will reduce your refund to pay for the time we provided cover. A further administration fee of £20.00 will also apply plus Insurance Premium Tax where applicable.

If a claim has been made against your policy the full insurance premium will be payable and no refund will be issued.

We or your agent or broker may cancel this insurance:

- From the commencement date if you do not pay your premium.
- By writing to you giving you seven days notice, at your last known address. The insurance will end immediately after the seven days notice runs out. We will refund the part of your premium that applies to the remaining period of insurance minus an administration fee of £20.00 plus Insurance Premium Tax where applicable..

You may cancel this insurance policy mid-term. If you have not made a claim, you will be entitled to a refund of premium paid less a deduction for the days that you have been covered on a pro rata basis; a further administration fee of £20.00 will also be applied plus Insurance Premium Tax where applicable.

This deduction will be calculated according to the charges scheme applicable at the time. Any charges applied for processing the insurance by the insurance broker will be advised separately. If you have made claim or been involved in an accident or loss, or there has been a claim reported by yourself or a third party, regardless of blame, in the current period of insurance. The insurer will give no return premium for the unexpired portion of the policy and the full policy premium will be owed. This applies, not only if the policy is cancelled by you the insured but also if it was cancelled or voided by the agent/broker or us your insurer. These charges will be subject to Insurance Premium Tax where applicable.

Use of Your Data

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' 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 DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing.
- II. Continuous Insurance Enforcement.
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders).
- IV. 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, the 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 relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is incorrectly shown on the 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

The laws that apply to this contract

Unless we agree with you to apply the laws of another country, English Law will apply to this contract. All communications will be in English.

All disputes arising out of this contract will be subject to the exclusive jurisdiction of Courts of England and Wales.

Data Protection

We are fully committed to ensuring that your data is protected. We comply with Data Protection Laws and apply high levels of security when processing your data.

Full information about how we handle and process your data can be found in our Data Protection Notice which we highly recommend you read. The notice is sent along with your policy documents.

If you require a copy of the Data Protection Notice or if you have any questions about how we handle and process your data, please contact our Data Protection Officer at DPO@yoga-insure.co.uk or alternatively write to us at Data Protection Officer, Yoga Insurance Services Limited, First Point, Balby Carr Bank, Doncaster, DN4 5JQ

What If You Have A Complaint?

Mistakes do happen and if you feel let down, we have the procedures in place to investigate and remedy your concerns. We will do our best to try and resolve the issue.

Your broker, Yoga Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). Yoga follow the FCA guidelines for complaint handling and the steps to follow are set out on their website www.yoga-insure.co.uk

Step 1:

We ask that you contact the appropriate Company during the following hours of 9:00am to 5:30pm Monday to Friday:

- If you would like to lodge a complaint regarding the selling of an insurance policy, the first step is to contact One's broker (i.e. Yoga Insurance Services Limited): [Live Chat available at www.yoga-insure.co.uk](http://www.yoga-insure.co.uk)
- If you would like to lodge a complaint regarding the handling of a claim, the first step is to contact One's Claims Handler (i.e. One Call Claims): [01302 552316](tel:01302552316)
- If you would like to complain in relation to the terms and conditions of the policy cover, the first step is to contact the insurer (i.e. One Insurance Limited): [00356 2342 3117](tel:0035623423117) (Malta)

All staff have been trained to provide a high level of service and will try to resolve any matter where possible. If the advisor is unable to reach a satisfactory resolution for you they will refer you to the appropriate Line Manager who will also try to resolve your complaint. You can also register your complaint to the complaints handling manager directly:

Product Complaints	Terms and Conditions Complaints	Claims Complaints
The Complaints Handling Manager Yoga Insurance Services Limited First Point Balby Carr Bank Doncaster DN4 5JQ	The Hedge Business Centre Level 3 Triq ir-Rampa ta' San Giljan Balluta Bay St. Julian's STJ 1062 Malta	The Complaints Handling Manager One Call Claims Unit 1 Carolina Court Doncaster DN4 5RA

We aim to resolve your complaint within 24 hours of when we receive it however if this is not possible then we will acknowledge your complaint within 5 working days. A written final resolution letter will be sent to you once all investigations are complete and within 8 weeks of receipt of your complaint. At which point we will then close our file. If however, you still remain dissatisfied at this stage please go to step 2.

Step 2:

You have the right to refer your complaint to an approved dispute resolution facility run by the Financial Ombudsman Service, either on receipt of our final resolution or 8 weeks from the date you informed us of your dissatisfaction.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Please include a copy of the Final Response that we have issued to you with your policy number and quote "Yoga Insurance Services Limited" as reference. If you would like to make a complaint via the FOS then this must be made within 6 months of our final response. This will not affect your legal rights. Further information is available at <http://www.financial-ombudsman.org.uk>.

This policy is underwritten by ONE Insurance Limited, registration number C48993. ONE Insurance Limited is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act 1998.

Financial Services Compensation Scheme

If we cannot meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third party motor insurance, are covered in full.

Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured car and for any unused premium, are covered up to 90% of the value of the claim submitted.

You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling: 020 7741 4100

Notes...



This policy is underwritten by One Insurance Limited, registration number C48993.

One Insurance Limited is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act 1998.