POLICY BOOKLET



February 2020



Your Intelligent Car Insurance Policy

Welcome to Your iGO4 Intelligent Car Insurance policy booklet.

Keep this booklet somewhere safe because it contains important information about what **You** are insured for, useful phone numbers and how to make a claim. **You** will also find full details about what to do in the event of an accident or windscreen damage – just follow the simple steps and **We** will take care of everything else.

This policy is a **Contract** of Insurance between the **Insurer** and **You**.

This **Contract** is based on the answers or any other information **You** provided when taking out **Cover** that is confirmed in the **Statement of Facts**. It is an offence under the Road Traffic Act to make a false statement or withhold information for the purposes of obtaining Motor Insurance. You are required by the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to answer all questions asked honestly, accurately and to the best of **Your** knowledge and be sure that any other information given either verbally or in writing by **You**, or on **Your** behalf, at the time **You** applied for insurance is also complete. Failure to supply accurate and complete answers may mean **Your** policy is invalid and that it does not operate in the event of a claim.

The **Contract** will be in force for any **Period of Insurance** for which **You** have paid or agreed to pay and **We** have accepted or agreed to accept the premium. Any changes made during the **Period Of Insurance** will be treated as a continuation of the **Contract** of insurance.

In return the **Insurer** will insure **You** against those losses and liabilities detailed in the policy documents during the period referred to in the **Schedule** to the policy.

A person or company who was not a party to this **Contract** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect the right or remedy of a **Third Party** which exists or is available apart from that Act.

AUTHORISED SIGNATORY ON BEHALF OF YOUR INSURER

Matt Munro Chief Executive iGO4 Limited



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Need to make a Claim?

Our Claims Team are here 24 hours a day, every day, just in case.

Claims Helpline:

0333 241 9566

Remember:

- ✓ do not admit responsibility or agree to any payment;
- ✓ make a note of the registration number of any vehicles involved, and any witnesses;
- ✓ ask for the names, addresses and telephone numbers of all people involved including any passengers in the **Third Party** vehicle and details of any property damaged;
- \checkmark if **You** have a mobile phone with a camera, take photographs of the scene and vehicles;
- ✓ if anyone other than You is injured in the accident, You must report the incident to the police. If You cannot do this at the time of the accident, this still needs to be reported to the police as soon as is reasonably possible.

All You need is Your vehicle registration and client reference number, We will take it from there.

For further information on making a claim, refer to Part 10 of this policy booklet.

Useful Information

CONTACT US

If you'd like to ask any questions, talk through **Your** quote or discuss **Your** renewal please call, send an email or write in. Our Sales and Customer Service Teams are here:

Monday to Friday	8am to 8pm
Saturday	9am to 5pm
Sundays and Bank Holidays	10am to 4pm
Sales Team:	01733 308321
Customer Service Team:	01733 308235
Renewal Team:	01733 308320

If you'd prefer to send an email, please contact <u>contact@igo4.com</u> or write in to:

Customer Service Team iGO4 Limited iGO4 House Staniland Way Peterborough PE4 6JT

IF YOU PAY BY DIRECT DEBITS:

If You have any questions about Your Direct Debits, please call Close Brothers Premium Finance.

It's open:

Monday to Friday Close Brothers Premium Finance 8am to 6pm (excluding Bank Holidays)

Close Brothers Premium Finance 0333 321 8566

Or go to www.closebrotherspf.com where you'll be able to access Your direct debit agreement.

Phone numbers beginning 03 and 01 are charged at local rates and are included in inclusive minute plans from landlines and mobiles. Calls to 0800 numbers are free from mobile and UK landlines.



Definitions

These apply to all parts of this Policy except where noted otherwise

Words shown in bold have the same meaning wherever they appear in this policy. References to a statute or regulation will be construed to include all its amendments or replacements.

IGO4

The intermediary arranging **Cover** on behalf of the **Insurer**. **iGO4** can be contacted at iGO4 Limited, iGO4 House, Staniland Way, Peterborough, PE4 6JT. Email: <u>customerservices@igo4.com</u>

CERTIFICATE OF MOTOR INSURANCE

This shows what vehicle is covered, the purposes of use permitted by the insurance and details of individuals who are insured to drive **Your Car**.

CONTRACT

This insurance is made up of these important documents:

- this Policy Booklet
- Certificate of Motor Insurance
- Schedule
- Terms and Conditions
- any Endorsement
- Statement of Facts
- any changes to Your insurance policy contained in notices issued by Us at renewal
- information under the heading "Important Information" on the Certificate of Motor Insurance which We provide to You when You take out or renew Your policy

All documents should be read together as each forms part of the Contract.

COVER

The insurance cover provided by this Contract.

ENDORSEMENT

Specific terms and/or conditions that apply to Your policy and are shown in the Schedule.

EXCESS

An amount You may be obliged to pay in the event of a claim that is shown on the Schedule.

MARKET VALUE

The retail market value based on that listed in a current motor trade publication guide for purchasing, or replacing, the insured vehicle with one of the same make, model, age, trim level, recorded mileage and being in a similar condition. A motor trade publication such as Glasses, CAP (CAP Motor Research Ltd) or Parkers guide will be used as they are recognised and used extensively throughout the motor vehicle industry to value new/used vehicles. When **You** make a claim under this policy **Your Insurer** may be able to provide information on how they have calculated the market value for **Your Car**.

OTHER CAR

A car being driven by **You** (with the owner's consent) which is not owned by **You**, hired to **You**, leased to **You** under a leasing agreement, or provided to **You** as a courtesy car.

PERIOD OF INSURANCE

The dates shown on the current Certificate of Motor Insurance and Schedule. Each renewal



represents the start of a new Period Of Insurance.

SCHEDULE

The document that shows details of Your Car, the level of Cover provided, and all Excesses.

SPOUSE, CIVIL PARTNER

Your legally married partner or legally recognised **Civil Partner** as defined in the Civil Partnership Act 2004.

STATEMENT OF FACTS

The document containing information supplied by You.

THIRD PARTY

Any person other than **You**, or any person for whom **Cover** is provided under this policy, or **Us**.

TERRITORIAL LIMITS

England, Wales, Scotland, Northern Ireland, as well as the Isle of Man and the Channel Islands.

VOLUNTARY EXCESS

An amount **You** have volunteered to pay in the event of a claim, for which **You** may receive a reduction in **Your** premium. This may be in addition to other policy **Excesses** and is shown on the **Schedule**.

WE, OUR, US, INSURER

The authorised **Insurer** or Lloyd's syndicate shown at the foot of the **Certificate of Motor Insurance** and/ or the current **Schedule**.

All who underwrite this policy are directly or indirectly authorised by either the Prudential Regulation Authority, the Financial Conduct Authority or the Financial Services Commission in Gibraltar. They are regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK or the Financial Services Commission in Gibraltar. All who underwrite this policy meet the minimum standards set by the Financial Conduct Authority.

- The Financial Conduct Authority website which includes a register of all regulated firms can be visited at <u>www.fca.org.uk/register</u> or they can be contacted on **0300 500 8082** or **0800 111 6768**;
- The Financial Services Commission website can be visited at <u>www.fsc.gi</u> or they can be contacted on (+350) 200 40283.

YOUR CAR

The vehicle, including any permanent fitted accessory, shown on the current **Certificate of Motor Insurance** and **Schedule**. This also includes any vehicle loaned to **You** under the courtesy car provision included in this policy in the event of a claim.

YOU, YOUR, YOURSELF

The person named as the Insured in the Schedule.

How to identify Your cover

The Schedule shows which level of Cover You have.

You must make sure You have the Cover You need under this insurance. Please read carefully and contact **iGO4** immediately if there is anything You do not understand or agree with.

STATEMENT OF DEMANDS AND NEEDS

This product meets the demands and needs of those who wish to ensure that in the event of being



involved in a motor accident, claims against them by **Third Parties** for personal injury or damage to **Third Party** property during the **Period of Insurance** will be covered.

Cover may be extended to include fire, theft and accidental damage to **Your Car**. The decision to take this product is entirely at **Your** discretion and therefore **iGO4** cannot offer **You** a personal opinion or recommendation to take it.

Information and changes We need to know about

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy. **You** must tell **Us** immediately if there are any changes to the information set out in the **Statement of Facts**, **Certificate of Motor Insurance** or on **Your Schedule**. **You** must also tell **Us** immediately about any of the following changes:

- A change to the people insured, or to be insured;
- Any motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured;
- Any unspent Criminal convictions for any people insured, or to be insured;
- Any accidents, claims, losses or damages to any vehicle, whether or not a claim was made and regardless of blame; this includes all types of claims, damages or accidents such as fire, theft or glass damage (windscreen or window);
- A change to the car covered under this policy;
- · Any change affecting ownership of Your Car;
- Any change in the way that Your Car is used;
- Any modifications to Your Car (where the vehicle has been altered from the manufacturer's specification). This includes, but is not limited to changes to the: A. Appearance (cosmetic changes), such as alloy wheels or paint. B. Bodywork, such as body kits or spoilers. C. Suspension or brakes. D. Performance of the vehicle, such as the engine management system or exhaust. E. Audio/entertainment system;
- You or anyone insured by this policy changing from a provisional to a full driving licence when passing the practical driving test to become a qualified driver, or having their licence suspended or revoked;
- You or anyone insured by this policy changing occupations;
- You or anyone insured by this policy developing a health condition that requires notification to the DVLA, or an existing condition worsens and/or results in Your licence being restricted.

Note: This list is not exhaustive. If in doubt, please call Us.

When **We** are notified of a change, **We** will tell **You** if this affects **Your** policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** policy. Please note that if **You** do not use reasonable care to answer **Our** questions correctly and accurately **We** may be entitled to:

- Cancel or void **Your** policy (treat as if it never existed), refuse to pay any claim and in certain circumstances retain any premiums paid; or
- Refuse all claims but return premiums paid; or
- Revise the terms of the policy; or
- · Reduce proportionately the amount to be paid on a claim; or
- We may revise the premium and/or change the compulsory excess.

In some circumstances **We** may be unable to continue to provide **Cover** following a change **You** request. If this happens **iGO4** will tell **You** and **Your** policy will be cancelled by **Us** as set out in Cancellation after the 'cooling off period' in Part 16 – General Conditions of this policy.



Automatic Renewal

iGO4 automatically renew most policies. This means that, unless **You** tell **iGO4** otherwise, **Your** new insurance **Cover** will start on **Your** renewal date. If **iGO4** intend to automatically renew **Your** policy they will tell **You** on **Your** notice of renewal.

In a small number of cases, **iGO4** will not automatically renew **Your** policy. They will tell **You** on **Your** notice of renewal if this is the case. Some of the reasons why **iGO4** may not automatically renew **Your** policy include:

- You have previously told iGO4 You do not want to automatically renew Your policy;
- You have an outstanding debt on Your current policy;
- if the stored payment details have expired or will expire before Your renewal date;
- if iGO4 are unable to offer a renewal premium based on Your information.

If **You** do not want to renew **Your** policy, or wish to opt out of the automatic renewal process, please let **iGO4** know before **Your** renewal date. **You** can contact their Customer Services team on **01733 308235**.

You have a statutory right to cancel **Your** policy within 14 days of renewal or from the day on which **You** receive **Your** renewal documentation, whichever is the latter. Please refer to Part 16 – General Conditions of this booklet for full details.

PART 1 Legal Liability to Third Parties

WHAT IS COVERED

This policy covers **You** for all sums **You** become legally liable to pay for death of or injury to any other person and damage to any other person's property as a result of an accident involving **Your Car** detailed in the current **Certificate of Motor Insurance** and **Schedule**.

Subject to the conditions set out in the paragraph below, where **Your Certificate of Insurance** allows **You** to drive any other car, **Your Insurer** will indemnify **You** for death of or injury to any other person and damage to any other person's property as a result of an accident involving the **Other Car**. Note that there is no cover for loss of or damage to the **Other Car**.

This cover only applies if:

- You are the policyholder;
- You are still in possession of Your Car insured under this policy;
- You are not a firm or company;
- The **Other Car** is not owned by **You** or hired or lent to **You** by **Your** employer or business partner;
- The Other Car is being used within the "limitations of use" shown in Your current Certificate of Insurance;
- There is a current and valid policy of insurance in force for the **Other Car** being driven under this section of the policy;
- You are not entitled to make a claim for damage under any other insurance policy;
- You were driving the Other Car at the time of the accident and You had the owner's permission to do so;



- The Other Car is being driven in the Territorial Limits;
- The Other Car being driven is registered in the Territorial Limits;
- The Other Car has not been seized by, or on behalf of, any government or public authority.

The **Cover** under this part of **Your** insurance also applies whilst a trailer or disabled mechanically propelled vehicle is attached to **Your Car**. Note that there is no **Cover** for loss of or damage to that trailer or disabled mechanically propelled vehicle.

We will also give this Cover to:

- any driver covered by the Certificate of Motor Insurance and Schedule who is driving Your Car with Your permission;
- any person travelling in or on, or getting into or out of Your Car;
- any person using, but not driving, Your Car with Your permission for social, domestic or pleasure purposes;
- Your employer or business partner, while You are driving Your Car on their business, not when the vehicle is owned, leased, hired or operated by them;
- The legal, personal representative of any person who has died, but who was covered under this part of the policy.

LEGAL COSTS AND EXPENSES

If We agree in writing beforehand We will pay:

- solicitors' fees if **You** or a named driver is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a high court or above; or
- legal services to defend anyone **We** insure in the event of proceedings being taken for manslaughter, reckless or dangerous driving causing death;
- other costs incurred with **Our** prior written approval.

We will only pay these legal costs if they relate to an incident that is covered under Part 1 of this policy.

If the **Certificate of Motor Insurance** includes business use, **We** will **Cover Your** employer if an accident happens when **Your Car** is being used on business in the absence of more specific insurance.

We will pay for emergency treatment charges set out in the Road Traffic Acts. If this is the only payment We make, it will not affect Your no claim discount.

WHAT IS NOT COVERED UNDER THIS PART OF YOUR INSURANCE

We will not give Cover:

- to anyone driving **Your Car** who has never held a licence to drive it or who is disqualified from holding or obtaining such a licence;
- if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence;
- to any person who is entitled to cover under any other policy;
- to anyone who fails to comply with all of the terms and conditions of this policy in so far as they may apply;
- for death of or injury to any person arising out of and in the course of that person's employment by the person claiming under this Part of the policy except where such liability is required to be covered by the Road Traffic Acts;
- for damage, loss of use, or other loss to any car which is covered by this Part of the policy or any
 property which You or anyone else driving Your Car owns or is responsible for, or any trailer,
 caravan, or vehicle (or the contents thereof) while being towed or attached to Your Car;
- for death or bodily injury to the person driving or in charge of **Your Car** or to any person being carried in or on, getting onto or off, a trailer, caravan or vehicle being towed;



- for any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from **Your Car**.
- for any amount over £20,000,000 for any one claim or series of claims arising from one event that causes loss or damage to property. This limit is inclusive of all costs and expenses up to £5,000,000.

These limits do not apply to claims occurring in other countries where the **Territorial Limits** of this policy is operative if the minimum liability required by law in that country is greater. Please refer to Part 9 of this policy for more information regarding the **Territorial Limits**. Further information can also be found on the rear of the **Certificate of Motor Insurance**.

PART 2 Your Car - Fire, Theft or Attempted Theft

WHAT IS COVERED

We will pay for loss of or damage to Your Car, including motoring equipment, other than audio visual equipment, kept in or on Your Car which has been specifically designed for use with Your Car. Cover is provided while they are fixed to or in Your Car or in Your private garage, which is a fully enclosed brick, stone or concrete structure with lockable entry and exit points, caused by fire, theft, or attempted theft. Loss of or damage to Your Car under this part of the policy is covered whilst Your Car is with a member of the motor trade for its upkeep, overhaul or repair.

If **Your Car** is undriveable as a result of damage covered by this part of the policy **We** will pay the cost of taking it from the scene of the incident to the nearest competent repairer or **Your** home address as per **Your Schedule**. If **You** use a repairer recommended by **Us**, **You** will be provided with at least a small hatchback courtesy car whilst **Your Car** is being repaired. This will be subject to availability and is NOT available if **Your Car** is written off or for accidents occurring outside the **Territorial Limits**. After repairs **We** will pay the cost of delivering **Your Car** to **Your** address in the **Territorial Limits** subject to **You** using our nominated approved repairer.

We will replace Your Car with a new car of the same make, model and specification if:

- You are the first registered keeper of the car; and
- Your Car has a recorded mileage no greater than 15,000 miles at the time of loss or damage; and
- Your Car is not imported, as defined in Conditions; Imported Vehicles in Part 16; and
- · Your Car is under 12 months old at the time of the loss; and either
- Your Car is stolen and not recovered within 28 days of the date of theft; or
- Your Car suffers damage which according to Our estimate is more than 50% of its current list price.

If **We** do replace **Your Car**, **Your** old car will belong to **Us**. If the exact model of **Your Car** is not available, **We** will either offer **You** a similar car of identical list price or **We** will pay **You** instead as shown in the part What do **We** pay? in Part 4 of this booklet.

We will pay up to £150 for loss of or damage to permanently fitted in-car entertainment equipment, after taking off Your Excess, which includes radios, media playing equipment, satellite navigation systems, televisions, games consoles and screens. If this equipment forms part of the original vehicle specification and was fitted by the manufacturer of Your Car the amount of Cover is unlimited after taking off Your Excess. Any amount payable in respect of fitted in-car entertainment will not exceed the value of the equipment at the time of the loss or damage after making a deduction for wear and tear.

Repairs are guaranteed by Your Insurer for a minimum of 3 years.



WHAT IS NOT COVERED

We will not pay for any of the following:

- the **Excess** of any claim made under this part unless at the time of the loss or damage **Your Car** was in a locked garage which has been subjected to forcible and violent entry or exit;
- loss of value, wear and tear, or mechanical, electrical, electronic or computer failure or breakdown;
- loss of use of Your Car;
- · loss of or damage to Your Car as a result of legal repossession;
- theft, or attempted theft, if **Your Car** keys (which include ignition cards, lock transmitters or any other form of vehicle entry device) are left on **Your Car** or in **Your Car**;
- loss or damage to Your Car or anything contained in Your Car, caused by theft or attempted theft, when Your Car is unattended and has been left unlocked or with any window left open.
- any loss or damage caused by theft or attempted theft if the security system fitted to Your vehicle at the time of the loss was not activated and working properly. iGO4 may ask for keys used to activate/ deactivate the alarm/immobiliser fitted to Your Car to be submitted to Your Insurer with the claim form;
- theft, or attempted theft, that involves somebody using trickery or deception to acquire Your
 Car; or loss of Your Car as a result of a buyer using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason;
- any reduction in the value of Your Car as a result of it having been repaired;
- if Your Car is damaged and suitable parts or accessories are not available from stock in the Territorial Limits, We may at Our option make a payment on a cash in lieu of repair basis. In this event the amount We will pay for new parts and accessories will be limited to the manufacturer's last list price in the country of origin of Your Car - Currency exchange rates will be those applicable at the date of the accident or loss. We will not be liable for the cost of importation of any necessary part or accessory into the Territorial Limits;
- confiscation or requisition or destruction by or under order of any Government or Public or Local Authority;
- loss of or damage to Your Car arising from it being taken by, or driven by, a person who was not an insured driver under the policy, who is a member of Your family or household, or any other person known to You unless You can prove that the driver intended to permanently deprive You of Your Car and You actively assisted in the prosecution of the person(s);
- any amount in excess of £250 relating to sign writing, advertisements, logos or specialised artwork;
- any statutory police recovery and storage charges.
- loss or damage to any trailer, caravan or vehicle being towed by Your Car.

PART 3 Your Car - Accidental Damage

WHAT IS COVERED

We will pay for accidental or malicious damage to Your Car, including motoring equipment, other than audio visual equipment, kept in or on Your Car which has been specifically designed for use with Your Car. Cover is provided while they are either fixed to or in Your Car or in Your private garage, which is a fully enclosed brick, stone or concrete structure with lockable entry and exit points, which is not caused by fire, theft or attempted theft. Loss of or damage to Your Car under this Part of this policy is covered whilst Your Car is with a member of the motor trade for its upkeep, overhaul or repair.



If **Your Car** is undriveable as the result of damage covered by this part of the policy **We** will pay the cost of taking **Your Car** from the scene of the incident to the nearest competent repairer or **Your** home address as per **Your Schedule**. After repairs **We** will pay the cost of delivering **Your Car** to **Your** address in the **Territorial Limits** subject to **You** using our nominated approved repairer.

If **You** use a repairer recommended by **Us You** will be provided with at least a small hatchback courtesy car whilst **Your Car** is being repaired. This is subject to availability.

You will not be provided with a courtesy car if Your Car is:

- a total loss;
- stolen and unrecovered; or
- if the loss or damage occurred outside the Territorial Limits.

We will replace Your Car with a new car of the same make, model and specification if:

- You are the first registered keeper of Your Car; and
- Your Car has a recorded mileage no greater than 15,000 miles at the time of loss or damage; and
- Your Car is not imported, as defined in Conditions; Imported Vehicles in Part 16; and
- Your Car is under 12 months old at the time of the loss; and
- Your Car suffers damage which according to Our estimate is more than 50% of its current list price.

If **We** do replace **Your Car**, **Your** old car will belong to **Us**. If the exact model of car is not available, **We** will either offer **You** a similar car of identical list price or **We** will pay **You** instead as shown in the part What do **We** pay? in Part 4 of this policy booklet.

We will pay up to £150 for loss of or damage to permanently fitted in-car entertainment equipment, after taking off Your Excess, which includes radios, media playing equipment, satellite navigation systems, televisions, games consoles and screens. If this equipment forms part of the original vehicle specification and was fitted by the manufacturer of Your Car the amount of Cover is unlimited after taking off Your Excess. Any amount payable in respect of fitted in-car entertainment equipment will not exceed the value of the equipment at the time of the loss or damage after making a deduction for wear and tear.

Repairs are guaranteed by Your Insurer for a minimum of 3 years.

WHAT IS NOT COVERED

We will not pay for any of the following:

- the total Excess shown on the Schedule;
- wear and tear, rust, oxidisation, fading, tarnishing, or any other gradually operating cause;
- mechanical, electrical, electronic or computer failure or breakdown;
- loss of use of Your Car;
- damage to tyres by braking, punctures, cuts or bursts;
- damage caused by frost;
- any reduction in the value of Your Car as a result of it having been repaired howsoever caused;
- loss of or damage that occurs if Your Car keys (which include ignition cards, lock transmitters or any other form of vehicle entry device) are left in or on Your Car;
- confiscation or requisition or destruction by or under order of any Government or Public or Local Authority;
- any amount in excess of £250 relating to sign writing, advertisements, logos or specialised artwork;
- any statutory police recovery and storage charges;
- deliberate damage caused by You or by any person who is driving Your Car with Your permission;



- loss or damage caused by an inappropriate type or grade of fuel being used.
- loss or damage to any trailer, caravan or vehicle being towed by Your Car.

PART 4 What do we Pay?

At Our choice We will pay:

- the cost of repairing Your Car; or
- the cost of replacing Your Car; or
- the amount of the loss of or damage to Your Car.

The most We will pay is the Market Value of the vehicle immediately before the loss or damage.

If **Your Car** is under a hire purchase or leasing agreement, **We** will pay the owner named in the agreement. When **We** have done this **Our** responsibility under the **Contract** will end.

We are not liable for any amount You are contractually obliged to pay under any lease or finance agreement; You have entered into, over and above the cost of replacing Your Car.

We will not pay more than the manufacturer's list price for any part or accessory (plus the cost of fitting). If Your Car is damaged and suitable parts or accessories are not available in the Territorial Limits, We may at Our option make a payment on a cash in lieu of repair basis. In this event the amount We will pay for new parts and accessories will be limited to the manufacturer's last list price in the country of origin of Your Car – Currency exchange rates will be those applicable at the date of the accident or loss. We will not be liable for the cost of importation of any necessary part or accessory into the Territorial Limits.

We may use warranted replacement parts, which are not supplied by the manufacturer of Your Car. If We settle the claim as a total loss, We can keep what is left of Your Car (the salvage).

PART 5 Repair or Replacement of Glass

WHAT IS COVERED

- damage to Your Car's glass;
- any scratches to the bodywork caused by the glass breaking. This includes damage to all windows, the windscreen and glass sunroofs.

If glass damage and scratches to the bodywork caused by the glass breaking are the only damage **You** are claiming for, it will not affect **Your** no claim discount.

Glass damage

If **You** sustain damage to **Your Car**'s glass, **You** should call the Claims Helpline on **0333 241 9566**. **iGO4** will take details and put **You** in touch with **Our** approved glass repairer. Remember to ask if the glass can be repaired as this can save **You** money.

Glass replacement/repair

If **Our** approved glass repairer replaces or repairs the glass, **Cover** is unlimited and **You** pay only the **Excess** shown in the **Schedule**. Please refer to the **Excess** section and any Endorsement for full details of any **Excess** that may apply.



WHAT IS NOT COVERED

This section of Your policy does not cover damage to any of the following:

- roof panels; or
- winding mechanisms; or
- lights and/or reflectors, even if they are made of glass.

CONDITIONS APPLICABLE

- if Your Car is damaged and suitable parts or accessories are not available from stock in the Territorial Limits, We may at Our option make a payment on a cash in lieu of repair basis. In this event the amount We will pay for new parts and accessories will be limited to the manufacturer's last list price in the country of origin of Your Car - Currency exchange rates will be those applicable at the date of the accident or loss. We will not be liable for the cost of importation of any necessary part or accessory into the Territorial Limits.
- if You choose not to use Our approved glass repairer, Cover may be limited and You may be required to pay an increased Excess. Please refer to any Endorsements in the Schedule.

PART 6 Personal Belongings

WHAT IS COVERED

We will pay You, or at Your request the owner of the property, up to £400 for clothing and personal belongings if they are stolen or damaged while they are in Your Car.

WHAT IS NOT COVERED

We will not pay for any of the following:

- jewellery or furs;
- money, stamps, credit/debit or fuel cards, tickets, lottery tickets, documents or securities;
- tools, goods, samples or any equipment carried in connection with any trade or business;
- property insured under any other contract of insurance;
- · theft of items carried in an open or convertible car, unless kept in a locked boot;
- · theft or attempted theft of items where;
 - all locks have not been engaged; or
 - any windows have been left open; or
 - the keys have been left in or on Your Car.
- loss or damage to laptops, mobile telephones, smart phones, tablets, portable satellite navigation systems or radar detection equipment;
- theft of personal belongings unless kept out of sight in a locked boot or glove compartment.

PART 7 Personal Accident

WHAT IS COVERED

We will pay £5,000 if You, or Your Spouse or Civil Partner, or both of you are injured as a result of an accident during the **Period of Insurance**, while travelling in or getting into or out of any private motor car, and the accident results within three months in:



- death; or
- loss of any limb; or
- · permanent loss of all sight in one or both eyes.

The most We will pay for any one person is £5,000 in any one Period of Insurance.

We will also pay \pounds 2,500 in respect of any other person who dies as the direct result of an accident while travelling in or getting into or out of **Your Car**.

WHAT IS NOT COVERED

- · death or injury caused by suicide or attempted suicide;
- anybody driving when they are under the influence of alcohol or drugs at the time of the accident;
- anyone not complying with the law regarding seat belts at the time of the accident.

PART 8 Medical Expenses

If there is an accident and anybody in **Your Car** is injured, **We** will pay medical expenses of up to £200 for each person injured.

PART 9 Territorial Limits

WHERE YOUR COVER APPLIES

The **Cover** shown on the **Schedule** applies throughout the **Territorial Limits** and when **Your Car** is in transit within the **Territorial Limits** or between ports in the **Territorial Limits**.

In addition this policy gives the minimum cover required by law to use Your Car in:

- any country which is a member of the European Union (EU);
- any other country which the Commission of the European Union approves as meeting the requirements of Article 8 of the European Union Directive on Insurance and Civil Liabilities arising from the use of motor vehicles (No.2009/103/EC).

Please refer to the second page of the **Certificate of Motor Insurance** for more information, or call **iGO4** if any clarification is needed.

TRAVELLING ABROAD

We will provide Your policy Cover for foreign travel for up to the number of days shown on the Schedule in any one Period of Insurance, provided Your Car is taxed, registered and normally kept in the Territorial Limits, and You keep a permanent home in the Territorial Limits.

We will also provide **Cover** while **Your Car** is being transported by rail, air, inland waterway, the Channel Tunnel or by a recognised sea route to any country where this insurance operates and the journey time does not normally exceed 65 hours in duration.

If **Your Car** becomes un-driveable as a result of loss or damage covered by this policy **We** will also pay the cost of delivering it to **Your** address in the **Territorial Limits**.

We will also pay customs duty if Your Car is damaged and We decide not to return it to this country after You make a claim under Your Contract.



PART 10 Making a Claim

If You need to make a claim, phone the Claims Helpline on 0333 241 9566.

Five important points to help You after an accident:

- do not admit responsibility or agree to any payment;
- make a note of the registration number of any vehicles involved, and any witnesses;
- ask for the names, addresses and telephone numbers of all people involved including any passengers in the **Third Party** vehicle and details of any property damaged;
- if You have a mobile phone fitted with a camera, take photographs of the scene and vehicles;
- if anyone other than **You** is injured in the accident, **You** must report the incident to the police. If **You** cannot do this at the time of the accident, this still needs to be reported to the police as soon as is reasonably possible.

CLAIMS CONDITIONS

You must:

- notify Us of any accident regardless of blame and provide Us with full details as soon as possible;
- send Us any correspondence You receive (including any court claim form or summons) without delay and unanswered;
- tell **Us** about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this policy;
- not make any admission, offer, promise, payment without **Our** written consent. This applies to any person (or on behalf of any person) claiming under this policy;
- co-operate fully with **Us** on all matters concerning the handling and settlement of any claim.
- have a valid MOT in force at the time of the incident, where one is required;

We shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of **Our** choice to act for **You** in any proceedings. In circumstances where it is considered appropriate to do so **We** will be entitled to admit liability on behalf of **You** or any person claiming under the policy. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the policy. **We** will be entitled to take action, at **Our** expense, to get back any payment **We** have made.

If **Your Car** is not driveable following an accident **We** may, subject to availability, terms and conditions, provide **You** with the use of at least a small hatchback courtesy car.

RIGHT OF RECOVERY

The law of any country in which this **Contract** applies may make **Us** pay amounts which are not covered by this **Contract**. **You** must refund these amounts.

FRAUD

If **Your** claim is in anyway dishonest or exaggerated or **You** make a statement which is false or fraudulent, **We** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and report you to the relevant industry bodies and authorities.

PART 11 - NO CLAIM DISCOUNT

If no claim has been made against this policy during the current insurance year, **We** will give **You** a discount according to the current scale at the time of renewal of this policy.



If **We** make a payment that **We** cannot get back from another person, **We** will reduce **Your** no claims discount even if **You** were not to blame.

<u>NCD at the start of</u> <u>your current Period of</u> <u>Insurance</u>	NCD 1 claim	NCD 2 claims	NCD 3 or more claims
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>3</u>	<u>1</u>	<u>0</u>	<u>0</u>
<u>4</u>	<u>2</u>	<u>0</u>	<u>0</u>
<u>5</u>	<u>3</u>	<u>1</u>	<u>0</u>
<u>6</u>	<u>3</u>	<u>1</u>	<u>0</u>
<u>7</u>	<u>3</u>	<u>1</u>	<u>0</u>
8	<u>3</u>	<u>1</u>	<u>0</u>
<u>9+</u>	<u>3</u>	<u>1</u>	<u>0</u>

Your no claims discount will be reduced in accordance with the scale shown below;

Your no claim discount will not be affected in the following circumstances:

- if You only claim for a broken windscreen or windows;
- if We only have to pay an emergency medical treatment fee;
- if You benefit from the uninsured driver promise as described in Part 15.

PROTECTED NO CLAIMS DISCOUNT

This will only apply if **You** have selected this option. Please see the **Schedule** for details. For cases where **You** have protected no claims discount, the entitlement will continue providing that no more than two claims are made within five consecutive years.

PART 12 - CHILD CAR SEAT

If **Your Car** is involved in an accident, fire, theft or attempted theft and **You** have a child's car seat or booster fitted in **Your Car** provided **You** are making a claim under Part 2 or 3 of this policy. **We** will pay for the cost of a replacement of a similar model and standard even if there is no apparent damage, subject to **You** providing the purchase receipt for the original item. Unless the child's car seat or booster has been stolen, it should be made available for inspection.

PART 13 - LOSS & THEFT OF KEYS

We will pay for the replacement costs of the keys to Your Car or other ignition devices, including the replacement of all locks, if lost or stolen, up to the value of $\pounds750$. This is subject to them not being left in, on or attached to the Car while left unattended, or if reasonable care was not taken to prevent their loss.



PART 14 - HOTEL EXPENSES & ONWARD TRAVEL

Following an immobilising incident covered under Part 3 of this policy **We** will reimburse costs up to $\pounds 60$ per person ($\pounds 300$ maximum for all occupants of the vehicle) for the following:

• One night's hotel accommodation on the day of the incident for the occupants of **Your Car** where the loss of use causes an unexpected overnight stop

Or

• Travel expenses for all occupants of **Your Car** towards reaching your planned destination within the **Territorial Limits** of this policy.

You will be required to pay for Your travel or accommodation expenses Yourself and submit receipts for Us to reimburse You. The above cover is only available within the Territorial Limits of this policy and there will be no cover for food, drinks, newspapers or telephone calls during your overnight stay.

PART 15 - UNINSURED DRIVER BENEFIT & VANDALISM PROMISE

UNINSURED DRIVER BENEFIT

If You are involved in a non-fault accident with another motorist who isn't insured We will reinstate Your no claim discount and reimburse any Excess once We have established that the driver of the other vehicle was uninsured and the accident was not Your fault. So We can do this We will need:

- Registration Number, Make, Model and Colour of the other vehicle;
- Where possible the responsible party's name and address.

VANDALISM PROMISE

Any claim caused as a result of vandalism that is malicious and deliberate will not impact **Your** no claims discount and **We** will not charge **You Your Excess**. This is providing:

- You have reported the incident to the police within 24 hours of the event and you provide Us with Your crime reference number;
- The damage has not been caused by **You**, a member of **Your** family or anybody insured by the policy.

Please note that the Vandalism Promise will not apply if **You** are unable to provide **Us** with **Your** crime reference number.

PART 16 - GENERAL CONDITIONS

KEEPING TO THE TERMS OF THIS POLICY

We will only give Cover under this policy if:

- any person claiming under it has met all the conditions in the **Contract** in so far as they can apply; and
- the information given and the declaration accepted on the **Statement of Facts** are complete and correct to the best of **Your** knowledge and belief.

LAW APPLICABLE TO THE CONTRACT

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this policy. Unless it is agreed otherwise, the law that applies to this contract is English law.



LANGUAGE

The terms and conditions of this policy and all other information concerning this insurance are communicated with **You** in the English language and **We** undertake to communicate in this language for the duration of the policy.

OTHER INSURANCE

If **You** have other insurance which would **Cover** a claim made under this policy, **We** will only pay **Our** share of the claim. This does not apply to Personal Accident under Part 7 of this policy.

PROVISIONAL LICENCE

When **Your Car** is being driven by a provisional licence holder they must meet all the conditions of the licence.

CHANGING YOUR CAR

If You replace Your Car or get an additional car You must tell iGO4 immediately because the only car covered by this policy is the one You told Us about and We accepted, as shown in Your current Schedule.

LEGAL PROCEEDINGS

This insurance does not provide any **Cover** for liability, costs or expenses in respect of any proceedings brought against **You** or judgement passed in any court outside of the **Territorial Limits**, unless the proceedings or judgement arise out of **Your Car** being used in a foreign country which **We** have agreed to extend this insurance to **Cover** and the proceedings are brought and judgement is made in such country.

HIRE PURCHASE

If, to **Our** knowledge, **Your Car** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **Us**.

CAR SHARING

This **Contract** covers **You** using **Your Car** for carrying passengers and receiving money for social or similar purposes as long as:

- the car does not carry more than the permitted number of persons for the car to operate safely; and
- the car has not been designed or adapted to carry more than seven people including the driver; and
- the passengers are not being carried as part of a business; and
- You do not make a profit from the total amount paid for the journey.

IMPORTED VEHICLES

If **Your Car** is defined by the Department of the Environment, Transport and the Regions (DETR) as a "personal import" or "very low volume" import and was imported from outside the European Union, insurance is provided on the understanding that **Your Car** conforms with the type approval regulations defined by the DETR effective at the time of importation to the **Territorial Limits**.

In the event of **Your Car** being damaged beyond economical repair, or following theft where **Your Car** is not recovered, the basis of settlement of any claim under Part 2 or Part 3 of this policy will be **Market Value** of **Your Car** in the **Territorial Limits** at the time of the loss or damage. The amount payable will not exceed the amount shown on the purchase receipt for the vehicle or the declared value, whichever is the lower.

LOOKING AFTER YOUR CAR

You must take all precautions to:

• prevent injury, loss or damage; and



• keep **Your Car** in a roadworthy condition.

When left unattended, **Your Car** must be locked and secure and the ignition key removed. If **You** do not do this, **We** may not pay a claim.

SANCTIONS

We shall not provide **Cover** nor 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 any country.

CANCELLING YOUR POLICY

CANCELLATION BY YOU DURING THE 'COOLING OFF PERIOD'

You have the statutory right to cancel Your policy within 14 days from the day of the purchase or renewal of the **Contract** or the date on which You receive the policy or renewal documentation whichever is the latter. If You pay Your premium by instalments, cancellation of this policy within the 'cooling off period' will also cancel Your credit agreement. Your policy will be cancelled from the date You request or the date We receive Your notification whichever is the latter.

Where this happens, provided **Cover** has not yet commenced **You** will be entitled to a full refund of the premium paid. Alternatively, if **Cover** has commenced then **You** will receive a proportionate refund of the premium paid for the unexpired portion of the period of **Cover** less any agreed charges detailed in the **Terms and Conditions**, unless a total loss claim has been reported and then the full premium must be paid.

iGO4 will also cancel any additional products **You** may have purchased alongside this policy, such as breakdown cover and legal protection, and a full refund of the additional product premium will be paid.

CANCELLATION BY YOU AFTER THE 'COOLING OFF PERIOD'

You may cancel this policy after the 14 days 'cooling off period' by contacting **iGO4**, refer to the Useful Information section in this policy booklet. **Your** policy will be cancelled from the date **You** request or the date **We** receive **Your** notification whichever is the latter.

A proportionate refund of any premium paid, less agreed charges detailed in the **Terms and Conditions** will be allowed providing that there has not been a claim made against the policy in the current **Period of Insurance**.

If **You** cancel this policy and there has been a claim during the current **Period of Insurance** or an incident that may give rise to a claim **We** will not refund any premium.

If the premium is being paid by instalments, the outstanding balance under **Your** credit agreement including any interest charges will become payable by **You**. For further information regarding **Your** interest charges please refer to **Your** credit agreement.

No refund is available for additional products **You** may have purchased alongside this policy, when the policy is cancelled after the 'cooling off period'.

CANCELLATION BY US

General Terms

We or **iGO4** may cancel **Your** policy at any time if there are valid grounds for doing so. Except in the event of fraud or other exceptional circumstances, We will provide **You** 7 days' notice of cancellation in writing by e-mail or letter. Reasons for cancellation may include but are not limited to:

- where You are required to send Us or iGO4 information such as proof of no claims in accordance with the terms of Your policy and You fail to do so;
- where We or iGO4 identify misrepresentation or suspect fraud;
- use of threatening or abusive behaviour or language, or intimidation or bullying of Our or iGO4 staff;



- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests;
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask;
- on non-payment of premium. Where iGO4 or Your premium finance provider has been unable to collect a premium payment they will contact You to request payment. If payment is not received as required, the policy will be cancelled;
- if You or anyone else covered by this policy has not met the terms and conditions of this Contract;

If the **Schedule** shows **Your** policy is underwritten by Aviva Insurance Limited, then please refer to the **Endorsement** section of the **Schedule** for an additional cancellation wording.

A proportionate refund of any premium paid, less agreed charges detailed in the **Terms and Conditions** will be allowed providing that there has not been a claim made against the policy in the current **Period of Insurance**. If there has been a claim during the current **Period of Insurance** or an incident that may give rise to a claim no refund of premium will be given.

If the premium is being paid by instalments, the outstanding balance under **Your** credit agreement including any interest charges will become payable by **You**. For further information regarding **Your** interest charges please refer to **Your** credit agreement.

If **We** cancel **Your** policy on the grounds of fraud, cancellation may be immediate and **We** may keep any premium **You** have paid. In certain circumstances **We** may backdate the cancellation to the date of fraud. **We** may also inform the police of the circumstances.

PART 17 - GENERAL EXCEPTIONS

This policy does not Cover:

- Any injury, loss or damage occurring while Your Car is being:
 - driven by any person or used for any purpose not covered by the Certificate of Motor Insurance;
 - driven by **You**, unless **You** hold a valid driving licence to drive **Your Car**, or have held a licence and are not disqualified from holding or obtaining one;
 - driven with **Your** consent by anyone who **You** know does not hold a licence to drive **Your Car** unless they have held a licence and they are not disqualified from holding or obtaining one;
 - driven by **You** or any person authorised by **You** to drive **Your Car** should it be proved to the satisfaction of the **Insurer** that the driver was driving under the influence of drink or drugs. A conviction under the relevant law (including convictions for the offence of failing to supply specimens of breath, urine or blood) shall be deemed to be conclusive evidence of the condition of the driver at the time and date of the occurrence giving rise to the conviction;
 - driven by **You**, a driver described on **Your Certificate of Motor Insurance** as an insured driver or any other person who is unlawfully using a hand-held phone whilst driving;
 - driven in an unsafe, un-roadworthy or damaged condition or does not have a valid MOT certificate as required by law;
 - driven by or in the custody or control of a person not complying with the terms or limitations of the driving licence held;
 - used to tow, for reward, any trailer, caravan or vehicle including any property in the trailer, caravan or vehicle;
 - used to tow more than one caravan, trailer or disabled mechanically propelled vehicle at any one time;
- loss of or damage to **Your Car** caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.



- any loss or damage caused by:
 - earthquake;
 - riot and civil commotion happening outside of the **Territorial Limits**.
- any liability that You have agreed to accept unless You would have had that liability anyway;
- any consequence of war, invasion, act of foreign enemy, hostilities (whether war is or is not declared), civil war, rebellion, revolution, insurrection or military or usurped power, other than as required by the Road Traffic Acts;
- any loss or destruction of or damage to any property or any resulting loss or expense or any legal liability directly or indirectly caused by or contributed to or arising from:
 - ionising radiations or contamination by radioactivity from irradiated 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 it.
- any accident, injury, loss or liability of any kind arising from the use of any vehicle in or on any
 part of an aerodrome or airport, airfield or establishment provided for the take-off and landing of
 aircraft or the movement of aircraft on the surface; aircraft parking aprons including the associated
 surface road and ground equipment parking areas, or those parts of passenger terminals of an
 international airport which come within the Customs examination area. These excluded areas do
 not include public car parking areas or access roads leading to them which are open to public use.
- any liability arising out of acts of terrorism as defined in Part 1 of the Terrorism Act 2000 or any subsequent amendments to this legislation, except as is necessary to meet the requirements of the Road Traffic Acts. In territories other than the **Territorial Limits** the definition contained in the Terrorism Act 2000 or subsequent amendments to this legislation will be deemed to be the applicable definition.
- any liability, injury, loss or damage caused directly or indirectly by:
 - pollution; or
 - contamination;
 - unless the pollution or contamination is directly caused by one incident at a specific time and place during the **Period of Insurance** and is:
 - sudden;
 - identifiable;
 - not deliberate; and
 - unexpected.

We will consider the pollution to have happened at the time the incident took place.

- This policy will not provide cover for any loss, damage or any liability, whatsoever whilst **Your Car** is being driven by or in the charge of a driver described on **Your Certificate of Motor Insurance** as an insured driver, or any person if they are driving with an alcohol level in excess of the legal limit; driving whilst unfit through drink or drugs; whether prescribed or otherwise; or, fail to provide a blood, urine or breath specimen when required to do so, without lawful reason.
- This policy will not provide cover for any loss, damage or any liability whatsoever incurred with the consent or connivance of the insured or arising out of the deliberate use of **Your Car** to cause damage to other vehicles or property; and/or to cause injury to any person; and/or to put any person(s) in fear of injury; and/or to commit suicide.
- This policy will not provide cover for any loss, damage or any liability whatsoever if **Your Car** is used on the Nurburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event.



PART 18 - COMPLAINTS PROCEDURE

iGO4 is proud of its reputation for fairness in the way it deals with its customers. However, occasionally disputes or misunderstandings can happen. If **You** have any enquiry or complaint about **iGO4** or **Your** policy or a claim made under it, **You** should first telephone Customer Services on **01733 308235**.

Or write to...

The Customer Service Manager iGO4 Limited iGO4 House Staniland Way Peterborough PE4 6JT

Email: complaints@iGO4.com

Please include **Your** name and address to help **Us** deal quickly with **Your** enquiry. The majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further.

If **Your** complaint is about the **Insurer** or a claim on **Your** policy, **You** can contact **Your Insurer** identified on the **Schedule**. If **You** are dissatisfied with the final response to **Your** complaint, **You** can contact the Financial Ombudsman Service for help and advice.

Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: **0800 023 4567** from a landline or **0300 123 9123** from a mobile Website: <u>www.financial-ombudsman.org.uk</u>

Alternatively **You** can refer **Your** complaint to the Financial Ombudsman Service via the EU Online Dispute Resolution Platform at <u>www.ec.europa.eu/consumers/odr/</u>

Please note that **You** have six months from the date of the final response in which to refer **Your** complaint to the Financial Ombudsman Service. Referral to the Financial Ombudsman Service will not affect **Your** right to take legal action against **iGO4** or the **Insurer**.

For our joint protection, calls may be monitored or recorded.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If **We** or **iGO4** were unable to meet **Our** obligations **You** might be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about the Scheme is available from the FSCS website at <u>www.fscs.org.uk</u> or by calling **iGO4**.

*03 numbers are charged at national call rates and included in inclusive minute plans from landlines and mobiles.

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