# POLICY BOOKLET





# YOUR INTELLIGENT CAR INSURANCE POLICY

Welcome to Your WiseDriving 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 **WiseDriving** 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. Amendments to the policy during the **Period of Insurance** shall only be effective from the date agreed by the **Insurer** and stated in any revised documentation.

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

Matthew Munro

Chief Executive Officer

MILLANA

(Authorised Signatory) 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;
- ✓ 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.

# **VEHICLE STOLEN?**

If **You** have a **WiseDriving Device** that was professionally installed, or sent to **You** to install on **Your** car battery, and **Your** vehicle is stolen, call our 24 hour a day Theft Tracking Team:

- If **You** purchased **Your** policy on or before 28th June 2016 and haven't since made a change of vehicle, please contact us on: **02392 242 385**.
- If **You** purchased **Your** policy or have made a change of vehicle on or after 29th June 2016, please contact us on: **0333 202 0001**.

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

If **You** have a windscreen-mounted **WiseDriving Device** which links to a telematics app, **We** are sorry but we are unable to offer a theft tracking service.



# **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
Saturday
Saturday
Sundays and Bank Holidays
Sales Team:
Customer Service Team:
Renewal Team:
01733 308357
01733 308358
01733 308325

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

If you'd prefer to send an email, please contact contact@wisedriving.com or write in to:

Customer Service Team WiseDriving iGO4 House Staniland Way Peterborough

PE4 6JT

#### WISEDRIVING DEVICE INSTALLATION: PROFESSIONALLY INSTALLED DEVICES ONLY

If you'd like to speak to our installation team about having **Your WiseDriving Device** fitted, or about **Your** appointment call our specialist teams:

Diareyes are available on 01767 684687:

Monday to Friday 8am to 6pm Saturday 8am to 2pm

RS Connect are available on 01213 321226:

Monday to Friday 8am to 6pm Saturday 9am to 1pm

Your assigned installation team will be confirmed in Your welcome email.

#### IF YOU PAY BY DIRECT DEBITS:

If **You** have any questions about **Your** Direct Debits, please call PremFina. It's open:

Monday to Friday 9am to 5:30pm (Closed on Bank Holidays)

PremFina **03301659367** 

Or go to www.premfina.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** under the **WiseDriving** brand. **WiseDriving** is a trading name of **iGO4**. **iGO4** can be contacted at **WiseDriving**, iGO4 House, Staniland Way, Peterborough, PE4 6JT. Email: contact@wisedriving.com

#### 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
- WiseDriving 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**.

#### DRIVING BEHAVIOUR SCORE

The overall score **iGO4** give which is based on driving performance, using data collected from the **WiseDriving Device**. Your score will be calculated using several factors including, but not necessarily limited to, acceleration, braking, speed and time of day the car is driven. All scoring will be registered to the policyholder regardless of who was driving.

#### **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.

#### EXTREME SPEEDING EVENT

An Extreme Speeding Event occurs if You exceed the applicable road speed limit by greater than 30%.

#### MARKET VALUE

The 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**.



#### 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.

#### SEVERE EXTREME SPEEDING EVENT

A **Severe Extreme Speeding Event** occurs if **You** exceed the applicable road speed limit by 100% or more or drive at a speed equal to or greater than 100mph.

#### 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.

#### **IN USE**

A WiseDriving Device is installed and is collecting and transmitting data from Your Car.

#### **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 www.fca.org.uk/register;
- The Financial Services Commission website can be visited at www.fsc.gi or they can be contacted on (+350) 200 40283.

#### WISEDRIVING DEVICE

The device, whether installed by a professional engineer or sent to **You** to install **Yourself**, or the linked telematics app and windscreen mounted device, depending on what was offered to **You** on purchase of the policy.

#### WISEDRIVING TERMS AND CONDITIONS

The terms and conditions which govern **Your** relationship with **iGO4**. The **WiseDriving Terms and Conditions** include information on **iGO4**'s regulatory status, the charges payable for its services and how it protects **Your** personal information.

#### 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 or iGO4 ask when You take out, make changes to, and renew Your policy. You must tell iGO4 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 iGO4 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 including any part-time 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 iGO4.

When **iGO4** is notified of a change, they 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
- 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 17 – General Conditions of this policy.

### RENEWAL

**iGO4** automatically renews 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.

Where **iGO4** is unable to automatically renew **Your** policy, they will tell **You** on **Your** notice of renewal that 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 pay in full and You have not given iGO4 permission to use Your card.

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 by phone, email or post. If **You** choose not to automatically renew **Your** policy and **iGO4** have not heard from **You** before **Your** renewal date, all **Cover** will cease on the expiry date of the policy.

**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 17 – 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 incident involving **Your Car** detailed in the current **Certificate of Motor Insurance** and **Schedule**.

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 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, but 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 the death of, 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 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 **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 fire, theft or attempted theft incidents 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 the owner of the car, and if it is subject to finance, the finance company agrees; 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 17; 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 the manufacturer's 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.

We will Cover the WiseDriving Device while it is in Use in Your Car, if You make a claim under Your policy for damage to or loss of the WiseDriving Device whilst In Use in Your Car and We agree to meet this claim, We will repair or, at Our option, replace the WiseDriving Device subject to the terms and conditions of Your policy.

Repairs to Your Car 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 of, 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;
- any loss or damage caused by theft or attempted theft if Your Car was fitted with a WiseDriving
  Device and the device has been tampered with or removed by You or any named driver;
- 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**;
- any damage caused to Your mobile phone.

# 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 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 the owner of the car, and if it is subject to finance, the finance company agrees; 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 17; 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 the manufacturers 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.

We will cover the WiseDriving Device while it is In Use in Your Car. If You make a claim under Your policy for damage to or loss of the WiseDriving Device whilst In Use in Your Car and We agree to meet this claim, We will repair or, at Our option, replace the WiseDriving Device subject to the terms and conditions of Your policy.

Repairs to Your Car 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 or inappropriate liquid or consumable being added to the fuel.
- loss of, or damage to any trailer, caravan or vehicle being towed by Your Car.
- any damage caused to Your mobile phone.

# 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, leasing or other finance 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 Market Value of 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 Endorsements 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.

If Your WiseDriving Device is mounted to Your windscreen, You must remove it before having the windscreen replaced. iGO4 will send You a replacement cradle to attach the WiseDriving Device to the new windscreen. If You fail to remove the WiseDriving Device from the cradle before the windscreen is replaced You will be required to pay for a new WiseDriving Device.

#### **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 of, 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 £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 in the countries defined above for up to 90 days, as 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.

#### WISEDRIVING DEVICE THEFT TRACKING SERVICE

If **Your** vehicle is stolen and **Your WiseDriving Device**, which was installed by a professional engineer or was sent to **You** to install to **Your** car battery, is In **Use**:

- You must first contact the police and obtain a Police Crime Reference Number;
- You must arrange for the WiseDriving Device tracking functionality to be activated by calling the WiseDriving Device Operating Centre:
  - If **You** purchased **Your** policy on or before 28th June 2016 and haven't since made a change of vehicle, please call **02392 242 385**.
  - If **You** purchased **Your** policy or made a change of vehicle on **Your** policy on or after 29th June 2016, please call **0333 202 0001**.
- You will be asked to confirm the Police Crime Reference Number to the Operating Centre;
- when You call the Customer Claim Line to report Your claim, You will be asked to confirm that
  You have activated the WiseDriving Device tracking functionality and the Police Crime Reference
  Number given by the police when You reported the theft to them.

#### **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**

You must not act in a fraudulent manner. If You, an authorised driver or anyone acting on Your behalf make a claim that is in anyway dishonest or exaggerated or You make a statement which is false or fraudulent, We will not pay any benefit or return any premium to You on this and all other insurances currently in force with Us with which You and any authorised driver are connected. We may cancel Your policy immediately and all other insurances currently in force with Us with which You and any authorised driver are connected 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 **Period of Insurance**, **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.

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

NCD at the start of your current Period of Insurance	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>4</u>	<u>2</u>	<u>0</u>
7	4	<u>2</u>	<u>0</u>
<u>8</u>	4	<u>2</u>	<u>0</u>
<u>9+</u>	4	2	<u>0</u>

**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 or is involved in an incident of vandalism or malicious damage 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, if supplied by the vehicle manufacturer, including the replacement of all locks, if lost or stolen, up to the value of £750. 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.

We will not provide Cover for watches or other mobile devices that can activate Your Car ignition and locks that were not supplied by the vehicle manufacturer.

# PART 14 - HOTEL EXPENSES & ONWARD TRAVEL

Following an immobilising incident covered under Parts 2 and 3 of this policy **We** will reimburse costs up to £60 per person (£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 or if a vehicle is the cause of damage to **Your Car.** 

# **PART 16 - TOP UP MILES**

Your policy provides cover up to the number of miles purchased by You when You took Your insurance out. The WiseDriving Device in Your Car is used to record the number of miles driven by Your Car and You will be able to monitor the miles You have driven via email updates and on the WiseDriving dashboard or app.

If You are likely to exceed the mileage declared by You during the current annual Period of Insurance You will be contacted by iGO4 customer services and offered one of the following options:

- a. **You** may purchase top up miles for an additional premium. The premium quoted for the extra top up miles may reflect where, when and how **You** have been driving.
- b. You may leave Your Car parked for the remainder of the current Period of Insurance or until such time as You do top up Your mileage.

**Your** failure to agree to one of the options detailed above within 7 days will result in the cancellation of **Cover**.

# **PART 17 - 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.

#### YOUR WISEDRIVING DEVICE

It is a condition of this policy that **You** have a fully operational **WiseDriving Device In Use** in **Your Car** and that it remains **In Use** at all times.

The **WiseDriving Device** is owned by **iGO4** and licensed to **You** for the purpose of this **Contract. iGO4**, not the **Insurer**, is responsible for the installation, operation and removal, if requested, of the professionally fitted **WiseDriving Device**.

**iGO4** cannot accept liability for damage to **Your Car** caused by **Your** installation of a **WiseDriving Self-installed Device**.

A **WiseDriving Device** must be **In Use** within 14 days of the purchase date of the policy and within 14 days of the date **You** notify **iGO4** of any change to the vehicle under the policy. If a **WiseDriving Device** is not **In Use** during this period, **We** may cancel the policy in accordance with Part 17 General Conditions.

In the case of a professionally fitted **WiseDriving Device**, if **You** do not attend **Your** installation appointment, or **You** cancel the appointment with less than 24 hours' notice, **iGO4** may charge a Missed Appointment fee as specified in the **WiseDriving Terms and Conditions**.

More information about the **WiseDriving Device** and how the data it collects affects **Your** premium is included in the **WiseDriving Terms and Conditions**.

#### 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. If You replace Your Car You will be required to have a new WiseDriving Device fitted, which will incur an administration fee as shown in the WiseDriving Terms and Conditions.

If Your WiseDriving Device is windscreen mounted and/or linked to an app, You must remove the WiseDriving Device and transfer it to Your new vehicle and You will require a new cradle to fit this which will incur an administration fee as shown in the WiseDriving Terms and Conditions. If You fail to remove the WiseDriving Device from Your Car before changing it You will be required to pay for a new WiseDriving Device.

#### 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 and have a valid MOT if one is required by law.

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 later by contacting iGO4; refer to the Useful Information section on page 5 in this policy booklet for how to contact iGO4. 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 **WiseDriving Terms and Conditions**, unless a total loss claim, or an incident that may give rise to a total loss claim, has occured 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 on page 5 in this policy booklet for how to contact **iGO4**. **Your** policy will be cancelled from the date **You** request or the date **We** receive **Your** notification whichever is the later.

A proportionate refund of any premium paid, less agreed charges detailed in the **WiseDriving 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'.

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force and **You** will be required to pay the premium.

#### **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, **iGO4** 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** or **iGO4** 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 **We** detect **You** have had 3 **Extreme Speeding Events** (exceeding the applicable road speed limit by greater than 30%) or detect a single **Severe Extreme Speeding Event** (exceed the applicable road speed limit by 100% or drive at a speed equal to or greater than 100mph);
- if **Your Driving Behaviour Score** falls below 30 and **You** do not make improvements when asked to do so in any **Period of Insurance**;
- where **Your WiseDriving Device** suggests that **Your Vehicle** is being kept at an address other than the one stated on **Your** policy documents on a regular basis;
- if You or anyone acting on Your behalf is found to have tampered with the WiseDriving Device;
- if a change You make to Your policy means that We are unable to continue to provide Cover.
- for professionally installed **WiseDriving Devices:** where **iGO4** or their appointed installation specialist has been unable to arrange with **You** to install the **WiseDriving Device** within 14 days of the policy purchase date;
- for other types of **WiseDriving Devices**: where the **WiseDriving Device**, including where applicable the telematics app, is not **In Use** within 14 days of the policy purchase date.

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.

If the **Schedule** shows **Your** policy is underwritten by Watford Insurance Company Europe 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 **WiseDriving 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 **You**, an authorised driver or anyone acting on **Your** behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement when obtaining this policy or at any other time during the policy period **We** may 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. When cancelling this policy **We** reserve the right not to issue any postal notification of cancellation where it is known that the postal address has been used fraudulently.

# **PART 18 - 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, 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 19 - 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 WiseDriving Device** or **Your** policy or a claim made under it, **You** should first telephone Customer Services on **01733 308358**.

Or write to...

The Customer Service Manager WiseDriving Insurance 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: www.financial-ombudsman.org.uk

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  $www.fscs.org.uk\ or\ by\ calling\ iGO4.$ 

<sup>\*03</sup> numbers are charged at national call rates and included in inclusive minute plans from landlines and mobiles.