



Your Endsleigh Loop car insurance

Policy wording



Claims helpline:
0333 234 1714

Windscreen claims helpline:
0333 234 1667

Your Endsleigh Loop car insurance policy wording



About your policy

Policy cover	3
Contract of insurance	3
Definitions	5
Important customer information	6
What to do if you have an accident	7
Broken windscreen and window glass	7
What to do if you need to make a claim	7

Cover sections

Section A – Damage to the car	9
Section B – Broken windscreen and window glass	10
Section C – Fire and theft	11
How the insurer will settle your claim under sections A or C	12
Section D – Medical expenses	13
Section E – Personal belongings	14
Section F – Child car seat	14
Section G – Personal accident	14
Section H – Liabilities to third parties	15
Section I – Hotel expenses and onward travel	17
Section J – Using your car abroad	17
Section K – No claim discount	18
Section L – No claim discount protection	18
Section M – Uninsured driver benefit and vandalism promise	19
Section N – Replacement locks and keys	19

Important information

Policy exclusions	20
Policy conditions	21
Data protection	25
Endsleigh Loop device contract	27
What to do if you have a complaint	34



Policy cover

The table below shows the cover sections that apply to the type of policy **you** have chosen. **Your policy schedule** will show if **you** have comprehensive or third party, fire and theft cover.

Section	Comprehensive	Third party, fire and theft cover
Section A: Damage to the car	✓	-
Section B: Broken windscreen and window glass	✓	-
Section C: Fire and theft	✓	✓
Section D: Medical expenses	✓	-
Section E: Personal belongings	✓	-
Section F: Child car seat	✓	-
Section G: Personal accident	✓	-
Section H: Liabilities to third parties	✓	✓
Section I: Hotel expenses and onward travel	✓	-
Section J: Using your car abroad	✓	✓
Section K: No claim discount	✓	✓
Section L: No claim discount protection	✓	✓
Section M: Replacement locks and keys	✓	-

Contract of insurance

Introduction

The information **you** provided, and the declaration **you** or anyone representing **you** agreed to, along with this policy booklet, **your statement of fact**, **your policy schedule** and **your certificate of motor insurance** are all part of **your** policy. Please read them all together.

If **you** or anyone representing **you**:

- ▶ Provides **us** with inaccurate or incorrect information when applying for, changing or renewing this insurance
- ▶ Deliberately misleads **us** to obtain cover, gain a cheaper premium or more favourable terms
- ▶ Makes a fraudulent payment by bank account and/or card
- ▶ Provides **us** with false documents

We may:

- ▶ Agree to amend **your** policy and apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover **our** administration costs
- ▶ Reject a claim or reduce the amount of payment **we** make
- ▶ Cancel or avoid **your** policy (treat it as if it never existed), and apply a cancellation fee.



Contract of insurance (continued)

In particular **you** must give **us** accurate and correct information about:

- ▶ Motor or criminal convictions
- ▶ Previous accidents or losses, even if a claim was not made
- ▶ **Modifications to the car**
- ▶ The registered keeper or owner of **the car**
- ▶ Where **the car** is kept overnight

This is not a full list and if **you** are in any doubt about the information **you** have provided to **us** then please contact **us** immediately.

Where fraud is identified **we** will:

- ▶ Not return any premium paid by **you**
- ▶ Recover from **you** any costs **we** have incurred
- ▶ Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information

This policy is a contract between **you** and **us**. It is not **our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or the right to enforce any part of it.

In return for **you** paying or agreeing to pay the premium, **we** will provide cover under the terms, exclusions, conditions and **endorsements** of this contract of insurance, during the **period of insurance** and within the **geographical limits**.

Under the Road Traffic Act it is an offence to make a false statement or withhold information for the purposes of obtaining a **certificate of motor insurance**.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to answer all questions honestly and to the best of **your** knowledge. Failure to supply accurate and complete answers may result in **your** policy being cancelled or treated as if it never existed, or **your** claim rejected or not fully paid. If **you** are in any doubt whether a piece of information is relevant to **your** answer, **we** will be happy to give **you** guidance.

You must read this policy, the certificate of motor insurance, the policy schedule and the statement of fact together. Please check all documents carefully to make sure that they give you the cover you want.

The law and language applicable to this policy

English law will apply to this contract unless **we** agree with **you** in writing otherwise. The contractual terms and conditions and other information relating to this contract will be in the English language.

How it works

Endsleigh Loop wants all their customers to be safe on the roads. **We** will collect **your** driving data and use it to provide **you** with feedback on **your** driving style and to give **you** an overall driving score. This is designed to let **you** know what you're doing well and where **you** can improve. **You** can access **your** score and driving feedback in the app and online account, and **we** recommend that **you** check it regularly so **you** can use it to help **you** develop a safe and consistent driving style.

If **we** judge **your driving behaviour** to be consistently poor or if **you** drive at unacceptably high speeds then **we** will step in. **We** will communicate with **you**, by sms, email or in writing, to let **you** know that we're concerned about **your** driving and explain the steps **you** need to take.

Your insurance policy may be cancelled if **your driving behaviour** is consistently poor or if **you** drive at excessive speeds. If **we** decide to cancel **your** insurance policy **we** will give **you** 7 days' notice in writing to **your** preferred communication method or last known address.



Definitions

Throughout this policy certain words and phrases are printed in semi-bold. These have the meanings set out below.

Black messages

Black messages are created as a result of monitored **driver behaviour** and will be issued if **the car** is being driven dangerously, such as driving over the speed limit, or if **you** have received multiple **red messages**.

Certificate of motor insurance

The proof of motor insurance **you** need by law. The certificate of motor insurance shows:

1. What car is covered;
2. Who is allowed to drive **the car**; and
3. What **the car** can be used for.

Driver/driving behaviour

Your Endsleigh Loop device will measure and transmit various aspects of how **the car** is driven. These measurements will include (but are not limited to) the speed throughout the journey, braking frequency and force, acceleration, cornering and sudden manoeuvres, miles travelled, the types of routes taken (e.g. A-roads, motorways, country lanes), time and date of travel and **the car's** location. This **telematics data** will be used by **us** to determine driver behaviour.

Endorsement(s)

A clause that alters the cover provided by the policy.

Excess/excesses

The part of a claim **you** must pay. Sometimes more than one excess can apply, in which case **we** will add them together.

Geographical limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while **the car** is being transported between any of these countries.

Endsleigh Loop

Endsleigh Services Limited trading as Endsleigh **Loop**

Endsleigh Loop device

A telematics box fitted to **the car** which transmits **telematics data** to **Endsleigh Loop**.

Market value

The cost of replacing **the car** with one of a similar age, type, mileage and condition, immediately before the loss or damage happened.

Modification(s)

Any change to **the car's** original manufacturer specification unless it is an optional extra fitted at the time of manufacture – for example, a design option like tinted windows that is chosen at purchase. Changes to these optional extras after factory manufacture would be classed as modifications.

Post-factory modifications include, but are not restricted to, changes to the appearance and/ or the performance of **the car**, and include changes made to **the car** by previous owners.

Partner

Your husband, wife or civil partner, living at the same address as **you**.

Period of insurance

The length of time that the contract of insurance applies for. This is shown on the **policy schedule**.

Policy schedule

The latest schedule that **we** have issued to **you**. This forms part of **your** contract of insurance. It shows the **period of insurance**, **the car** that is insured and details of **excesses** and **endorsements** that apply to **your** insurance policy.

Red messages

Red messages are created as a result of monitored **driver behaviour** and will be issued if **we** are concerned about **your** driving. They will be issued as part of **your** regular driving feedback which can be accessed in **your** feedback account or app.

Selected installer

Any telematics device fitting company that has been authorised by **Endsleigh Loop** to install or remove the **Endsleigh Loop device** from **the car**.

Statement of fact

The latest statement **we** have issued to **you**. It shows the information **you** have given **us** verbally or in writing, including information given on **your** behalf and information given before the start of the policy. This is the information **your** insurance policy is based on.

Telematics data

Information collected and transmitted by **your Endsleigh Loop device** that enables analysis of **driver behaviour**.

Terrorism

Terrorism as defined in the Terrorism Act 2000.

The car

Any car that **you** have given **us** details of and for which **we** have issued a **certificate of motor insurance**. The car's registration number will be shown on **your** latest **certificate of motor insurance**. Accessories and spare parts are included in the definition of the car when they are with the car or locked in **your** own garage.

We/us/our/insurer

The insurance company named in the **policy schedule** and the **certificate of motor insurance** on whose behalf this document is issued. We/us/our can also mean **Endsleigh Loop** where there is reference to the **Endsleigh Loop device**, **telematics data**, cancelling **your** policy, sharing information and complaint notification.

You/your

The person shown under 'Policyholder details' on **your policy schedule**.



Important customer information

Under Policy condition 9 on page 23 and 24, **you** must tell **us** as soon as **you** become aware of any changes to the information set out in the **certificate of motor insurance**, the **statement of fact** or on **your policy schedule**. **You** must also tell **us** about the following changes.

1. **You** sell **the car**, change **the car** or its registration number, or **you** get another car.
2. There is any change of **drivers**.
3. Anyone who drives **the car** receives a motoring conviction, driving licence penalty points, fixed penalties or pending prosecutions for any motoring offences.
4. Anyone who drives **the car** develops a health condition which requires notification to the DVLA.
5. If there is a change in use of **your** car, for example, **you** require business use.
6. Anyone who drives **the car** changes job, starts a new job, including part-time work, or stops work.
7. **The car** is changed from the manufacturer's original specification

Including changes to: audio/ entertainment system, bodywork, suspension or brakes, cosmetic changes such as alloy wheels and performance changes e.g. engine management or exhaust system

This is not a full list; all changes made from the manufacturer's standard specification must be disclosed.

In the event of a claim if there are **modifications** **we** are not aware of **we** may not pay **your** claim. If **we** do agree to pay **your** claim **we** will return **the car** to the manufacturer's standard specification and won't make good any changes where **the car** has been changed from the manufacturer's standard specification. Where **we** have accepted a declared **modification** to **your** vehicle, in the event of loss or damage, **we** reserve the right to only make a contribution towards the cost of replacing or restoring the **modification** and will not replace or restore the **modification**.

8. **You** take **the car** abroad, either for more than 90 days or outside the European Union.
9. **You** change **your** address or the address where **you** keep **the car** overnight.
10. Anyone who drives **the car** passes their driving test or has their driving licence revoked.
11. Anyone who drives **the car** receives a non motoring conviction.
12. **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
13. Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen
14. There is a change to **your** estimated annual mileage.
15. Anyone who drives **the car** has insurance refused, cancelled or special terms applied.
16. There is a change of main user of **the car**.

If the information provided by **you** is not complete and accurate:

- ▶ **We** may cancel **your** policy and refuse to pay any claim, or
- ▶ **We** may not pay any claim in full, or
- ▶ **We** may revise the premium and/or change the compulsory **excess**, or
- ▶ **We** may not provide all of the cover described in the policy wording.



If **you** are in any doubt about the above, please ask.



What to do if you have an accident

The law

If **you** are involved in any incident involving an injury to any person, or certain animals, or if other vehicles or roadside property are damaged, **you** must stop **the car**. If **you** own **the car**, **you** must give **your** name, address and insurance details to anyone who has a good reason for asking. If **you** do not own **the car**, **you** must give the owner's name and address and the registration number of the vehicle.

If there is an injury or **you** do not give **your** details to anyone at the scene, **you** must report the incident to the police within 24 hours and present **your certificate of motor insurance** to them within 5 days.

To help us with the claims process

1. Do not apologise or admit fault.
2. Try to collect the following information to give to the claims helpline. This will help **us** to speed up **your** claim.

You must provide full details of:

- ▶ The other **drivers**, including their phone numbers and the registration numbers of all vehicles involved. This will allow **us** to contact anybody else involved straight away and, if **you** are not at fault and **we** manage to recover any money paid, in full, **your** no claim discount will not be affected.
- ▶ Injuries caused.
- ▶ Property damage.
- ▶ Witnesses (if there are any).
- ▶ Police officers' names and report references. **You** must provide full details of what happened. Taking photos with a camera or mobile phone can help to confirm certain accident details.

Next steps

Call the 24-hour claims helpline (see front cover).

1. There will be a phone number on all correspondence from **us** for **you** to call should **you** need to contact **us**. Please remember to have **your** policy number ready when **you** call.
2. Please remember to remove all personal belongings from **the car** before it is taken for assessment or repair.
3. Please see pages 12 and 13 for details on how **we** will settle **your** claim under sections A or C.

Broken windscreen and window glass

What to do

1. Call the windscreen helpline. Their telephone number can be found on the front cover of this policy booklet. They will arrange for the glass to be repaired or replaced. If **you** phone this number and use one of **our** chosen glass companies, cover is unlimited. If **you** do not, the most **we** will pay is **£100** after taking off any **excess**.
2. Repairing a windscreen or window instead of replacing it can save **you** paying a windscreen replacement **excess**, however a repair **excess** will still be payable. Ask when calling the windscreen helpline.

As a general rule, cracks up to five centimetres (two inches) and breaks the size of a £1 coin can usually be repaired.

What to do if you need to make a claim

Call the claims helpline number on the front cover of this policy booklet

The claims helpline is open 24 hours a day, 365 days a year.

The claims helpline is a first-response service with operators who can advise whether **your** policy covers **you** for the incident. Remember to save this number in **your** mobile phone (if **you** have one) so that **you** will have it available if **you** have an accident. Alternatively **you** may be able to autodial if **you** have downloaded the **Endsleigh Loop** mobile app.

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud.



What to do if you need to make a claim (continued)

Start of the claims process

If **the car** is involved in an incident or **you** need to make a claim, please telephone the claims helpline as soon as possible.

To help deal with **your** call efficiently, please have **your certificate of motor insurance** and details of the incident with **you** when **you** call.

If **you** are at the scene of the accident when **you** call the claims helpline and do not have **your certificate of motor insurance** with **you**, please give **the car** registration number.

Repair service for an accident within the geographical limits

Repairs	If damage to the car is covered and it can be repaired, we will arrange for one of our approved repairers to contact you to arrange to collect the car .
Authorisation	You do not need to get any estimates, and repairs can begin immediately after we have authorised them
Delivery	When the work is done, the repairer will contact you to arrange a convenient time to deliver the car back to you .
Paying for repairs	We will pay the repair bill. All you need to do is pay any policy excess directly to the repairer when they deliver the car back to you .
Keeping you mobile while the car is being repaired within the geographical limits (Comprehensive cover only)	<p>To keep you mobile, while using an approved repairer, you will be offered a small courtesy car while the car is being repaired.</p> <p>Once we have decided that the car can be economically repaired by the approved repairer and if it cannot be driven, we will provide the courtesy car (subject to availability).</p> <p>If the car can still legally be driven (in other words it is roadworthy), we will deliver the courtesy car when the car is collected for repairs. While you have the courtesy car you will be liable to pay fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges.</p>
If the car cannot be repaired	If the car is a total loss (a write-off), you must send in all the original documents we ask for on your report form. We will arrange for an appointed salvage agent to collect the car to dispose of it. Please remember to remove all your personal belongings from the car before it is collected.



Section A – Damage to the car

What is covered

We will pay for damage to **the car** caused by accidental or malicious damage, or vandalism.

We will also cover the cost of replacing or repairing audio, navigation and entertainment equipment up to;

- ▶ an **unlimited amount** for equipment fitted as original equipment by the manufacturer; or
- ▶ **£150** for any other equipment, provided this equipment is permanently fitted to **the car**.

To keep **you** mobile, within the **geographical limits** only, we will offer **you** a small courtesy car, free of charge, while **the car** is being repaired by one of **our** approved repairers. Once we have decided that **the car** can be economically repaired by an approved repairer, and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take.

If **the car** can still be legally driven (in other words, it is roadworthy), we will deliver the courtesy car when **the car** is collected for repairs. See pages 12 and 13 for details of how we will settle claims.

What is not covered

- The **excesses** shown in the **policy schedule**; and **you** must pay these amounts for every incident that **you** claim for under this section.
- Loss of or damage to **the car** caused by fire, or by theft.
- Loss of use of **the car**.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Loss of or damage to **the car** caused by an inappropriate type or grade of fuel being used.
- Damage to **your** tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide plus fitting costs in line with those charged by **our** approved repairer, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication equipment.
- The car** losing value after, or because of, repairs.
- Any part of a repair or replacement which improves **your** car beyond its condition before the loss or damage took place.
- Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to any radar detection equipment.
- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to **the car**.



Section A – Damage to the car (continued)

What is covered

What is not covered

- q) Any damage to **the car** caused deliberately by **you** or any person driving it with **your** permission.
- r) Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.
- s) Loss of or damage to **the car** caused by malicious damage or vandalism when no one is in it if any window, door, roof opening, removable roof panel or hood was left open or unlocked; or the keys (or any other **device** needed to lock **the car**) are left in or on **the car**.
- t) Loss or damage to any trailer, caravan or vehicle being towed by **the car**.

Section B – Broken windscreen and window 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 windscreen claims helpline on the front cover of this policy booklet.

Glass replacement/repair

If **our** approved glass repairer replaces or repairs the glass, cover is unlimited and **you** pay only the **excess** shown in **your** policy schedule. Please refer to the **excess** section and any **endorsements** for full details of any **excess** that may apply.

What is not covered

- a) This section of **your** policy does not cover damage to any of the following:
 - i. roof panels; or
 - ii. winding mechanisms; or
 - iii. 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 **geographical 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 **geographical limits**.
- ▶ If **you** choose not to use **our** approved glass repairer, cover will be limited to **£100** and **you** may be required to pay an increased **excess**. Please refer to any **endorsements** in the **policy schedule**.



Section C – Fire and theft

What is covered

We will pay for loss of or damage to **the car** caused by fire, theft or attempted theft.

We will also cover the cost of replacing or repairing audio, navigation and entertainment equipment up to:

- ▶ an **unlimited amount** if the equipment is fitted as original equipment by the manufacturer; or
- ▶ **£150** for any other equipment that is permanently fitted to **the car**.

See page 12 and 13 for details of how we will settle claims.

What is not covered

- a) Loss of or damage to **the car** caused by accident, malicious damage or vandalism.
- b) Loss of or damage to **the car** when no-one is in it unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock **the car** are with **you** or the person authorised to use **the car**.
- c) The **excesses** shown in the **policy schedule**; and **you** must pay these amounts for every incident that **you** claim for under this section.
- d) Loss of use of **the car**.
- e) Wear and tear.
- f) Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- g) Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- h) Any amount over the cost shown in the manufacturer's latest price guide plus fitting costs in line with those charged by **our** approved repairer, for any lost or damaged parts or accessories if such parts or accessories are not available.
- i) Loss of or damage to telephone or other communication equipment.
- j) **The car** losing value after, or because of, repairs.
- k) Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- l) Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.
- m) **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- n) Loss from taking **the car** and returning it to its legal owner.
- o) Loss of or damage to any radar detection equipment.



Section C – Fire and theft (continued)

What is not covered

- p) Any damage to **the car** caused deliberately by **you** or any person driving it with **your** permission.
- q) Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to **the car**.
- r) Any part of a repair or replacement which improves **your** car beyond its condition before the loss or damage took place.

How the insurer will settle your claim under sections A or C

The car is undriveable as the result of damage covered by this part of the policy **we** will pay the cost of taking **the car** from the scene of the incident to the nearest competent repairer or **your** home address as shown on **your policy schedule**. After repairs **we** will pay the cost of delivering **the car** to **your** address in the **geographical limits** subject to **you** using our nominated approved repairer.

If required, **we** will arrange for the **driver** and any passengers to be transported to the approved repairer, the nearest local amenity, or other place of safety.

If the car is economically repairable

If **the car** is repaired by one of **our** approved repairers, please see “Repair service for an accident within the **geographical limits**” on page 8. All repair work carried out by **our** approved repairers is guaranteed for 5 years.

You do not need to get any estimates, as repairs can begin immediately after **we** have authorised them.

We will arrange for one of **our** repairers to contact **you** to arrange to collect **the car**. If **you** do not want to use one of **our** approved repairers, **you** will need to send **us** an estimate for **us** to authorise and **we** may need to inspect **the car**. **We** reserve the right to ask **you** to obtain alternative estimates.

We will also pay the costs of delivering **the car** back to the address shown on **your** current **policy schedule** or any other address the **insurer** agrees with **you**.

You will have to pay any policy **excess** direct to the repairer. If the condition of **the car** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay a proportion of the repair cost.

The repairer can use parts, including recycled parts that compare in quality to those available from the relevant manufacturer.

Where **we** have accepted a declared **modification** to **your** vehicle, in the event of loss or damage, **we** reserve the right to only make a contribution towards the cost of replacing or restoring the **modification** and will not replace or restore the **modification**. If there are **modifications** **we** are not aware of, **we** may not pay **your** claim. If **we** do agree to pay **your** claim **we** will return the vehicle to the manufacturer’s standard specification and won’t make good any changes where **the car** has been changed from the manufacturer’s standard specification.

If the car is a total loss

Once an engineer has inspected and assessed the **market value** of **the car**, **we** will send **you** an offer of payment.

If there is any outstanding loan on **the car**, **we** may pay the finance company first. If **our** estimate of the **market value** is more than the amount **you** owe them, **we** will pay **you** the balance. If **our** estimate of the **market value** is less than the amount **you** owe, **you** may have to pay the balance.

If **the car** is leased or on contract hire, **we** may pay the leasing or contract hire company first. If **our** estimate of the **market value** is more than the amount **you** owe the leasing or contract hire company, the amount **we** pay them will settle the claim.



How the insurer will settle your claim under sections A or C

If the car is a total loss (continued)

If our estimate of the **market value** is less than the amount **you** owe, **you** may have to pay the balance. Any payment we make for total loss will be after we have taken off any applicable policy **excess**.

Where the **market value** of the vehicle is less than the combination of voluntary and compulsory **excesses** on the policy, we will not make any offer of payment. When **you** accept our offer for total loss, the car will belong to us. By purchasing this policy **you** agree that we can handle **your** claim in this way.

Replacement car

A replacement car will be provided if;

- ▶ **the car** is 12 months old or less when the loss or damage happens, and
- ▶ **you** are its first and only registered keeper, and
- ▶ **you** have owned **the car** (or it has been hired to **you** under a hire- purchase agreement) since it was first registered as new (or **you** are the second owner and the first owner is the manufacturer or supplying dealer and delivery mileage is under 250 miles), and
- ▶ the total mileage is under 15,000 miles, and
- ▶ the cost of repair is valued at more than 50% of the cost of buying an identical new car at the time of the loss or damage (based on the UK list price), and
- ▶ **the car** was supplied as new within the **geographical limits**.

In these circumstances, if **you** ask us to, we will replace **the car** (and pay the delivery charges to the address shown on **your** current **policy schedule** or any other address we agree with **you**) with a new car of the same make, model and specification.

If a replacement car of the same make, model and specification is not available we will, where possible, provide a similar car of identical list price.

We will only do this if;

- ▶ we can buy a car straight away within the **geographical limits**, and
- ▶ we have permission from anyone who we know has financial interest in **the car**.

We may agree to settle the claim on a cash basis and if we do the most we will pay is the **market value** of **the car** and its standard accessories at the time of the loss or damage.

Section D – Medical expenses

What is covered

If **you** or anyone in **the car** is injured in an accident involving **the car**, we will pay up to **£200** in medical expenses for each injured person.

What is not covered

No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.



Section E – Personal belongings

What is covered

We will cover personal belongings in **the car** that are lost or damaged following an accident, fire or theft involving **the car**. **You** are covered for the cost of the item, less an amount for wear and tear and loss of value.

What is not covered

- a) More than **£400** for each incident.
- b) Any goods, tools or samples that are carried as part of any trade or business.
- c) Loss of or damage to telephone or other communication equipment.
- d) Money, stamps, tickets, documents and securities (such as share or bond certificates).
- e) Loss or damage when no one is in **the car** unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock **the car** are with **you** or the person authorised to use **the car**.
- f) Loss of or damage to any radar detection equipment.

Section F - Child car seat

What is covered

The car is involved in an accident, fire, theft or attempted theft and **you** have a child's car seat or booster fitted in **the car** (provided **you** are making a claim under Section A or C 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. Unless the child's car seat or booster has been stolen, it should be made available for inspection.

What is not covered

See Policy exclusions pages 20 and 21.

Section G – Personal accident

What is covered

We will pay **£5,000** if **you**, **your partner**, or both, 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

We will not cover;

- ▶ 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.



Section H – Liabilities to third parties

What is covered

We will cover legal liability for the death of or injury to any person and damage to property caused by or arising from the following:

Cover for you

- ▶ You using **the car**.
- ▶ You using a motor car not belonging to **you** and not hired to **you** under a hire-purchase agreement or leased to **you** under a leasing agreement, provided that;
 - i. **you** are aged 25 or over, and
 - ii. **your** current **certificate of motor insurance** allows **you** to do so, and
 - iii. **you** have the owner's permission to do so, and
 - iv. **you** still have **the car** and it has not been damaged beyond economical repair nor been stolen and not recovered, and
 - v. the motor car is registered within the **geographical limits**, and
 - vi. **you** are not using the motor car outside of the **geographical limits**, and
 - vii. **you** are not insured under any other insurance to drive the motor car, and
 - viii. there is a current and valid policy of insurance held for that motor car in accordance with the Road Traffic Acts.
- ▶ You using **the car** to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

Cover for other people

- ▶ Any person driving **the car** with **your** permission (as long as **your certificate of motor insurance** shows that he or she is allowed to drive **the car**). The person driving must not be excluded from driving **the car** by any **endorsement**, exception or condition.
- ▶ Any person using (but not driving) **the car**, with **your** permission, for social, domestic and pleasure purposes.
- ▶ Any passenger in, getting into or getting out of **the car**.

What is not covered

- a) Any amount **we** have not agreed to in writing.
- b) Death of or injury to any of **your** employees during the course of their work, even if the death or injury is caused by someone insured by this policy.
- c) Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- d) Any loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this policy.
- e) Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- f) Any amount over **£1 million**, for any one pollution or contamination event.
- g) Any amount over **£20 million** for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage. This limit includes all costs and expenses up to **£5 million**.

However, **we** will meet the requirements of any compulsory motor insurance legislation.



Section H – Liabilities to third parties (continued)

What is covered

Cover for other people (continued)

- ▶ Any person using **the car**, with **your** permission (as long as **your certificate of motor insurance** shows that he or she is allowed to drive **the car**) to tow any single trailer, trailer-caravan or broken down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

We will also pay

- ▶ Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the **geographical limits**);
- ▶ Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy.
- ▶ Any costs and expenses for which **your** employer or business **partner** is legally liable as a result of **you** using **the car** for their business.
- ▶ Any other costs and expenses for which **we** have given **our** written permission.
- ▶ Charges set out in the Road Traffic Acts.

If anyone who is insured by this section dies while they are involved in legal action, **we** will give the same cover as they had to their legal personal representatives.

What is not covered

See Policy exclusions pages 20 and 21.



Section I - Hotel expenses and onward travel

What is covered

Following an immobilising incident covered under Sections A or C of this policy we will reimburse costs up to **£60** per person (**£300** maximum for all occupants of the vehicle) for the following:

- ▶ Travel expenses for all occupants of **your** car towards reaching **your** planned destination within the **geographical limits** of this policy.
- ▶ 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.

You will be required to pay for **your** travel or accommodation expenses and submit receipts for **us** to reimburse **you**.

What is not covered

- a) This cover is only available within the **geographical limits** of this policy and there will be no cover for food, drinks, newspapers or telephone calls during **your** overnight stay.

Section J – Using your car abroad

What is covered

We will cover **your** minimum legal liability to others while **you**, or any other **driver** covered by this policy and allowed to drive on **your** current **certificate of motor insurance**, are using **the car** within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. This cover is the minimum required to comply with the laws of compulsory insurance for motor vehicles. Further information on the countries that follow the above EU directive can be found by visiting www.mib.org.uk.

We will also provide the cover shown on **your** **policy schedule** for up to a total of 90 days in any **period of insurance** while **you**, or any **driver** covered by this policy and allowed to drive on **your** current **certificate of motor insurance**, are using **the car** within the countries referred to above, provided **your** main permanent residence is in the **geographical limits**.

What is not covered

- a) If **your** **certificate of motor insurance** allows **you** to drive any other vehicle, that cover does not apply outside of the **geographical limits**.
- b) Anything not covered under Article (8) of the EU Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.
- c) There is no cover for **you** to drive in any country outside of the European Union or in any other country that the Commission of the European Communities does not consider satisfies the requirements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.



Section K – No claim discount

What is covered

As long as a claim has not been made during the **period of insurance** immediately before **your** renewal, **we** will include a discount in **your** renewal premium, in accordance with **our** no claim discount scale applicable at the renewal date. **You** may not transfer this discount to any other person.

If a claim is made during the **period of insurance**, **we** may reduce **your** no claim discount in accordance with the no claim discount scale applicable at renewal. The following claims will not reduce **your** no claim discount:

- ▶ Claims made under Section B for a broken windscreen or window glass.
- ▶ Claims made under Section H for charges set out in the Road Traffic Acts.

What is not covered

Section L – No claim discount protection

What is covered

You will not lose any of **your** no claim discount as long as;

- ▶ no more than two claims are made in any period of 5 years, and
- ▶ **you** have paid any extra premium **we** ask for.

After a second claim is made in any 5 year period, this policy section will no longer apply and any further claims will result in the loss of some or all of **your** no claim discount.

The protection provided under this section only applies to **your** no claim discount. It does not protect **your** premium and **you** may have to pay a higher premium or **excess** if any claims are made.

What is not covered



Section M – Uninsured driver benefit and 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.

Section N – Replacement locks and keys

What is covered

If the keys, lock transmitter or entry card for a keyless entry system of **the car** are lost or stolen, **we** will pay up to **£750** in the case of theft, or **£300** in the case of loss, towards the cost of replacing;

- ▶ all entry locks that can be opened by the missing item, and
- ▶ the lock transmitter, entry card and central locking system, and
- ▶ the ignition and steering lock; as long as **we** are satisfied that any person who may have **your** keys, transmitter or card, knows the identity or garage address of **the car**.

We will also pay the costs of delivering **the car** back to **your** address when the damage has been repaired, using the most practical and cost-effective method.

What is not covered

- a) The first **£100** of any claim; or
- b) Any claim where the keys, lock transmitter or entry card are either,
 - i. left in or on **the car** at the time of the loss, or
 - ii. taken without **your** permission by a member of **your** immediate family or a person living in **your** home.



Policy exclusions

- a) **We** will not cover claims arising directly or indirectly from any of the following:
- i. **The car** being driven by, or being in the charge of, someone who is not described in **your certificate of motor insurance** as entitled to drive.
 - ii. **The car** being driven, with **your** permission, by anyone who **you** know does not hold a valid driving licence or is disqualified from driving. However, **we** will still give cover if the person used to hold a licence and is allowed to hold one by law.
 - iii. **The car** being driven by someone who does not meet all the conditions of their driving licence.
 - iv. **The car** being used for a purpose that is not covered in **your certificate of motor insurance**. However this exclusion will not apply while **the car** is with a member of the motor trade for servicing or repair.
- b) If **you** receive any payment for giving people lifts in **the car**, the insurance policy is not valid if:
- i. **The car** is made or altered to carry more than eight people including the **driver**.
 - ii. **You** are carrying the passengers as part of a business of carrying passengers.
 - iii. **You** are making any profit from the payments **you** receive.
- c) **We** will not pay for loss, damage, injury or legal liability if it is caused directly or indirectly by the following:
- i. Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
 - ii. The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
 - iii. Pressure waves caused by aircraft (and other flying objects) travelling above the speed of sound.
 - iv. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
 - v. Acts of **terrorism**.
- d) **We** will not pay claims arising directly or indirectly from earthquakes, riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands.
- e) **We** will not pay for any liability **you** accept under an agreement or contract unless **you** would have been legally liable anyway.
- f) Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless the proceedings are brought or judgement is given in a foreign court because **the car** was used in that country and **we** had agreed to cover it there.
- g) **We** will not pay any claims arising directly or indirectly from any car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the customs examination area or any part of airport premises to which the public does not have vehicular access.
- h) If **the car** has been modified, converted or customised to alter the manufacturer's original specification either mechanically or bodily, including non-standard fit alloy wheels, body kit, spoilers, etc. or in any way has its appearance altered and this has not been declared to **us** and has not been accepted by **us**, then cover will not be provided. Please note this does not refer to manufacturer options.



Policy exclusions (continued)

- i) There will be no cover if **the car** was not made for the UK market. Any car that has been subject to a category A or B insurance write off will not be covered.
- j) Any of the following uses of **the car** are not covered:
 - ▶ Racing
 - ▶ Pace-making
 - ▶ Competitions
 - ▶ Rallies or track days
 - ▶ Trials or tests
 - ▶ Any other off road event not specified above
 - ▶ Any use in connection with the Nurburgring Nordschleife or any other similarly derestricted toll road
- k) **We** will not provide cover for any person driving at the time of the incident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- l) **We** will not provide cover for a person driving at the time of the incident who is convicted for failure to provide a specimen when requested by police or other official body.
- m) **We** will not provide cover for any person convicted of driving **the car** whilst using a mobile phone at the time of the incident.
- n) **We** will not provide cover if **the car** is carrying more passengers than the seating capacity of **the car**. However, **we** will meet the requirements of any compulsory motor legislation.
- o) **The car** being used to race against another motorist, “road rage” or any deliberate act caused by **you** or any person driving **the car**.
- p) No cover is provided and **we** will not be liable to make any payment or provide any benefit under this policy where doing so would expose **us** to any financial sanction or breach any prohibition or restriction imposed by law or regulation. Where any such sanction, prohibition or restriction applies **we** may cancel this policy immediately by sending a letter to **your** preferred communication method or last known address.

You may be entitled to a pro-rata refund of the premium providing **you** have not made a claim on the policy and that any payment or refund does not expose **us** to any sanction or breach any prohibition or restriction imposed by law.

Policy conditions

1. How to claim

Please phone the claims helpline as soon as possible to report the claim.

The claims helpline number can be found on the front cover of this policy booklet or via **our** mobile app.

You must send **us** any letter, claim, writ or summons unanswered as soon as **you** receive it. **You** must also let **us** know straight away if **you** or **your** legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy.

2. Dealing with claims

You or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **you** have **our** written permission. In dealing with **your** claim, under the terms of this policy **we** may;

- a) defend or settle any claim and choose the solicitor who will act for **you** in any legal action, and
- b) take any legal action in **your** name or the name of any other person covered by this policy.



Policy conditions (continued)

2. Dealing with claims (continued)

We can do any of these in **your** name or in the name of any person claiming under this policy. Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for.

3. Compulsory insurance

If the law of any country says **we** must make a payment that **we** would not otherwise have paid, **you** must repay this amount to **us**.

4. Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, **we** will only pay **our** share of the claim.

5. Taking care of your car

Anyone covered by this policy must take all reasonable steps they can to protect **the car**, and anything in or attached to it, against loss or damage. (This includes making sure that **the car** has all its windows, doors, roof openings or hood closed and locked, and all keys or devices needed to lock **the car** are with **you** or the person authorised to use **the car** when no-one is in it.) **The car** must be kept in good working order. **You** must ensure **you** have a valid Department for Transport test certificate (MOT) for **your** car if one is needed by law. **We** may examine **the car** at any time.

6. Keeping to the terms of the policy

We will only pay claims if;

- a) any person claiming cover has met all the terms of the policy, as far as they apply, and
- b) the declaration and information given on the **statement of fact** or shown in the **policy schedule** is complete and correct as far as **you** know.

7. Claims fraud

If **you** or anyone acting on **your** behalf;

- ▶ makes a claim or part of a claim that is false or fraudulent ,or
- ▶ exaggerates the amount of a claim, or
- ▶ provides **us** with false or misleading statements or false or invalid documents to support a claim,

we may;

- ▶ reject the claim or reduce the amount of payment **we** make, or
- ▶ cancel **your** policy from the date of the fraudulent act and not return any premium **you** have paid, or
- ▶ recover from **you** any costs **we** have incurred relating to the fraudulent claim and any further claims notified after the fraudulent act.

8. Cancelling your policy

- a) **You** have 14 days from when **you** receive the policy documents or the purchase date of the policy, whichever is later, to cancel the cover. This is known as a cooling off period. **You** can cancel by phoning **us**.

If **you** cancel **your** policy and cover has not yet started, **we** will refund any premium paid in full. If cover has started, **you** will have to pay for any period of cover that has been provided.

If **you** cancel **your** policy within 14 days from either the start date of the policy or the date **you** receive the policy documents, whichever is the later date, and the **Endsleigh Loop device** has been fitted, **we** will not charge a cancellation fee. However, please note that there will be no refund of any new business or renewal fees.

If any claim has been made or if anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance** and the claim is not closed as non fault (a non fault claim is one where **we** have been able to recover full costs and losses), **you** must pay the full annual premium and **you** will not be entitled to any refund.

Cancelling any direct debit instruction does not mean **you** have cancelled the policy. **You** will still need to follow the instructions above. If **you** are paying by instalments **you** may still have an obligation to make payments under **your** credit agreement.



Policy conditions (continued)

8. Cancelling your policy (continued)

- b) After the 14-day cooling off period **you** can cancel this policy at any time by phoning **us**. If no claims have been made during the current **period of insurance** **we** will charge **you** for the period of cover that has been provided and refund **you** for any cover **you** have paid for but haven't used.

If **you** cancel **your** policy within the first 12 months of this policy and the **Endsleigh Loop device** has been fitted, **you** will need to pay a cancellation fee of £75. **We** reserve the right to deduct this £75 from any premium refund due.

If any claim has been made or if anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance** and the claim is not closed as non fault (a non fault claim is one where **we** have been able to recover full costs and losses), **you** must pay the full annual premium and **you** will not be entitled to any refund.

Cancelling any direct debit instruction does not mean **you** have cancelled the policy. **You** will still need to follow the instructions above. If **you** are paying by instalments **you** may still have an obligation to make payments under **your** credit agreement

- c) **We**, or an agent providing services on **our** behalf, can cancel this policy by sending **you** 7 days' notice where there is a valid reason for doing so.

Valid reasons may include but are not limited to:

- ▶ If the information provided by **you** to **us** is not complete and accurate to the best of **your** knowledge
- ▶ If the **Endsleigh Loop device** is damaged due to **you**, anyone appointed by **you**, or any one acting on **your** behalf maliciously tampering or interfering with the **Endsleigh Loop device**, or **you** deliberately prevent it from working
- ▶ If **your Endsleigh Loop** driving feedback account has not been activated
- ▶ If **driver behaviour** is consistently poor or if **you** drive at unacceptably high speeds
- ▶ If **you** default on **your** instalment payments
- ▶ If **you** submit a fraudulent claim or **we** suspect fraud on this or any other policy **you** have with **us**
- ▶ If **you**, a person acting on **your** behalf, or any person covered to drive **the car** uses threatening, intimidating or abusive behaviour or language towards **our** staff, suppliers or agents acting on **our** behalf

If no claim has been made, or if there is a claim closed as non fault (a non fault claim is one where **we** have been able to recover full costs and losses) and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred, which might give rise to a claim during the **period of insurance** **we** will refund a percentage of the premium in proportion to the **period of insurance** left unused.

If **you** are paying by instalments **you** may still have an obligation to make payments under **your** credit agreement.

- d) **You** must make sure **your** instalments are kept up to date. If an instalment payment is not received and **we** have reapplied for payment at least once **we** will give **you** 7 days' notice of cancellation in writing. This notice will be sent to **your** preferred delivery method or **your** last known address. The policy will end after the given notice expires. If a claim has arisen during the current period for which **we** have made a payment and not recovered what **we** have paid out, the full annual premium will be required.

We reserve the right to cancel **your** policy in the event that there is a default in instalment payments due under any credit agreement.

If **you** pay **your** premium monthly, cover under this policy will end if **you** do not pay any monthly premium when it is due. However **we** will send a letter to **your** preferred delivery method or **your** last known address and give **you** the opportunity to pay the premium within 7 days.

9. Changes you must tell us about

You must tell **us** as soon as **you** become aware of any changes to the information set out in the **statement of fact, policy schedule, or certificate of motor insurance**. **You** must also tell **us** about the following changes;

- a) **You** sell **the car**, change **the car** or its registration number, or **you** get another car.
- b) There is any change of **drivers**.

Policy conditions (continued)

9. Changes you must tell us about (continued)

- c) Anyone who drives **the car** receives a motoring conviction, driving licence **endorsement**, fixed penalties or pending prosecutions for any motoring offences.
- d) Anyone who drives **the car** develops a health condition, which requires notification to the DVLA.
- e) If there is a change in use of **your** car for example, **you** require business use.
- f) Anyone who drives **the car** changes job, starts a new job, including part-time work, or stops work.
- g) **The car** is changed from the manufacturer's original specification. Including changes to: audio / entertainment system, bodywork, suspension or brakes, cosmetic changes such as alloy wheels and performance changes e.g. engine management or exhaust system.

This is not a full list; all changes made from the manufacturer's standard specification must be disclosed.

In the event of a claim, if there are **modifications we** are not aware of **we** may not pay **your** claim. If **we** agree to pay **your** claim, **we** will return the vehicle to the manufacturer's standard specification and won't make good any changes where **the car** has been changed from the manufacturer's standard specification. Where **we** have accepted a declared **modification** to **your** vehicle, in the event of loss or damage, **we** reserve the right to only make a contribution to the cost of replacing or restoring the **modification** and will not replace or restore the **modification**.

- h) **You** take **the car** abroad, either for more than 90 days or outside the European Union.
- i) **You** change **your** address or the address where **you** keep **the car** overnight.
- g) Anyone who drives **the car** passes their driving test or has their driving licence revoked.
- k) Anyone who drives **the car** receives a non-motoring conviction.
- l) **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- m) Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
- n) There is a change to **your** estimated annual mileage.
- o) Anyone who drives **the car** has insurance refused, cancelled or special terms applied.
- p) There is a change of main user of **the car**.

If the information provided by **you** is not complete and accurate:

- ▶ **We** may cancel **your** policy and refuse to pay any claim, or
- ▶ **We** may not pay any claim in full, or
- ▶ **We** may revise the premium and/or change the compulsory **excess**, or
- ▶ **We** may not provide all of the cover described in the policy wording.



If **you** are in any doubt about the above, please ask.



Data protection

Your insurer's privacy notice

For full details of **your insurer's** privacy notice, please contact them directly (their details will be shown on **your policy schedule**).

Collecting your information

We collect a variety of information about **you**, such as:

- ▶ **Your** name, address, contact details and date of birth
- ▶ Vehicle details, named **drivers**, **your** occupation, driving licence details, any criminal offences and the claims history of all **drivers**
- ▶ Special categories of personal information (previously known as 'sensitive personal information') such as details regarding **your** health.

This information is necessary for **us** to be able to provide **you** with a quotation and/or policy.

We also use a number of different sources to collect this information from, including:

- ▶ Publicly available sources of information, such as social media and networking
- ▶ Third parties' databases that are available to the insurance industry, as well as where **you** have given **your** permission to share information with third parties like **us**
- ▶ Price comparison websites, if **you** have used them to obtain an insurance quotation.

Using your information

We use **your** personal information and/or special categories of personal information not only to provide **you** with this insurance policy, but to better understand and predict **your** needs and preferences, so that **we** can continue to improve **our** products and services to give **you** insurance that is right for **you**. These uses include:

Providing **you** with services relating to an insurance quotation or policy, for example:

- ▶ Assessing **your** insurance application and arranging **your** insurance policy, including checking databases showing no claims discount entitlement and driving licence records
- ▶ Managing **your** insurance policy, including claims handling and issuing policy documents to **you**.

The assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

Where **we** believe that **we** have a justifiable reason to do so, such as:

- ▶ Keeping information about **your** current and past policies
- ▶ Preventing and detecting fraud, financial crime and money laundering
- ▶ Carrying out processes such as research and analysis which may include computerised processes that profile **you**
- ▶ Providing sales information to third parties (for example price comparison websites) so that **we** fulfil **our** legal obligations to them
- ▶ Recording and monitoring calls for training purposes
- ▶ Please note that if **you** have given information about someone else, **you** would have confirmed that **you** had their permission to do so.

Sharing your information

We may share **your** personal information with a number of different organisations, such as:

- ▶ Other companies or brands within **our** groups
- ▶ Business **partners**, agents and/or third parties providing a service to **us** or on **our** behalf
- ▶ Organisations that have a specific role laid out in law, statutory bodies, regulatory authorities and other authorised bodies, or where **we** have a duty to, or are permitted to disclose **your** personal information to them by law.



Data protection (continued)

Sharing your information

- ▶ Fraud prevention and credit reference agencies.
- ▶ Third parties that **we** may use to recover money **you** owe **us** or to whom **we** may sell **your** debt.
- ▶ **We** will not share **your** personal information, unless required to do so by law, without the appropriate and necessary care and safeguards being in place.

Keeping your information

We will keep **your** personal information only for as long as is reasonably necessary in order to:

- ▶ Provide **our** services to **you**, and
- ▶ Fulfil **our** legal and regulatory obligations.

Use and storage of your information overseas

We transfer **your** data outside of the UK. **We** have safeguards in place including standard contractual clauses which have been adopted or approved by the EU or other solutions that meet the requirements of European data protection laws to ensure that **your** personal data are protected to the extent **you** would expect, were they to remain in the UK. A copy of these safeguards is available from **our** data protection officer.

We and **our** service providers may use cloud based computer systems (i.e. a network of remote servers hosted on the internet which process and store information) to which foreign law enforcement agencies may have the power to access. However, **we** and the service providers that **we** use will not transfer **your** information outside the EEA unless it is to a country which is considered to have sound data protection laws, or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Dealing with others acting on your behalf

We will deal with individuals **you** nominate, including third parties **we** reasonably believe to be acting on **your** behalf providing they are able to answer **our** security questions.

For **your** protection, **we** will need to speak to **you**, **your** legal representative or someone with power of attorney should **you** wish to change **your** address or level of cover or cancel the policy.

Your rights

You have a number of rights in relation to the information that **we** hold about **you**, including:

- ▶ Asking for access to, and a copy of **your** personal information
- ▶ Asking **us** to correct, delete or restrict **your** personal information
- ▶ Objecting to the use of **your** personal information
- ▶ Withdrawing the permission that **you** previously provided for **us** to use **your** personal information
- ▶ Complaining to the Information Commissioner's Office (ICO) at any time if **you** object to the way **we** use **your** personal information. For more information, please see www.ico.org.uk or call the ICO on 0303 123 1113.

Please note that there will be times when **we** will not be able to delete **your** information, such as where **we** have to fulfil **our** legal and regulatory obligations, or where there is a minimum period of time for which **we** have to keep **your** information. If this is the case, **we** will let **you** know.



Endsleigh Loop device contract

These terms and conditions describe the contract between **you** and **Endsleigh Loop** in respect of:

- the supply and fitting (where applicable) of **your Endsleigh Loop device**
- maintenance/other services relating to **your Endsleigh Loop device**
- the collection of data from **your Endsleigh Loop device**
- the provision of **your** feedback app and or **your** driving feedback account

All these activities are provided to **you** by Ingenie Limited or a third party acting on their behalf (and not by the **insurer**).

Throughout these terms and conditions, certain words are printed in semi-bold. These have particular meanings, which are listed under 'Definitions' on page 5 of **your** policy wording.

About Endsleigh Loop

The latest in-car telematics technology is used to assess **your driving behaviour**. **Endsleigh Loop** gives feedback on how **you** drive via **your** driving feedback account and via the free **Endsleigh Loop** feedback app. **Endsleigh Loop** will supply and fit (if required) an **Endsleigh Loop device** for **the car** which records how it is driven.

This **telematics data** includes information on a range of **your** driving characteristics including speed, braking, acceleration, and cornering. By collecting and processing **your telematics data**, **Endsleigh Loop** can help **you** to be a better **driver**.

You can find more details about the **telematics data** that **Endsleigh Loop** records, the other personal data collected and held by **Endsleigh Loop** and related to **you**, how **Endsleigh Loop** uses the data and who **Endsleigh Loop** passes it to in the following places:

- the section “**Your** personal data and **telematics data**” on pages 31 and 32
- the section 'Data protection' on page 25
- **our** privacy policy, which **you** can find at www.endsleigh.co.uk/site-info/privacy-policy-loop/

Your Endsleigh Loop device

Unless **you** already have an existing telematics device fitted in **the car**, **we** will supply **you** with an **Endsleigh Loop device** which is compatible with **the car**. Depending on factors including the age, make and model of **the car**, **you** will be supplied with either a fitted device which **we** will install for **you**, or a self-fit device which **you** can install yourself.

Fitted device

Endsleigh Loop will arrange for a fitted telematics device to be installed in **the car**. **You** will receive a notification from **our selected installers** which will provide **you** the information **you** need to arrange a fitting. Further details relating to **our** supply and fitting of an **Endsleigh Loop device** are set out on pages 29-31. **Endsleigh Loop** will own the fitted **Endsleigh Loop device** until the insurance has lapsed or has been cancelled, after which point **you** will own it.

Self-fit device

If compatible with **the car**, and **you** are eligible, **Endsleigh Loop** will supply **you** with a self-fit device which will normally be posted to **your** home address. The self-fit device fits into **the car's** onboard diagnostic port (OBD) and **we** will provide **you** with instructions for locating the OBD port and fitting the box to **the car**. **You** will also be provided with the details of **our selected insurer** should **you** need assistance. **Endsleigh Loop** will own the self-fit device until the insurance has lapsed or has been cancelled, after which point **you** will own it.



Your Endsleigh Loop device (continued)

Existing Endsleigh Loop device

If **the car** already has a fitted telematics device installed that meets **Endsleigh Loop's** minimum requirements, **Endsleigh Loop** will attempt to reactivate the device. The fitted device must not have ever been tampered or interfered with since its fitting, other than by **Endsleigh Loop's selected installers**. If successful:

- **Endsleigh Loop** will not need to install a new fitted telematics device;
- **you** will not have to pay for the cost of a fitted telematics device and its installation; and
- **you** will retain ownership of the fitted telematics device.

If not successful, a new **Endsleigh Loop device** will be provided, as detailed above.

Maintenance of the Endsleigh Loop device

The **Endsleigh Loop device** should not require any maintenance. In the unlikely event that it becomes faulty, **Endsleigh Loop** will notify **you** and arrange for it to be replaced in accordance with the section "Installing and repair/ replacement of **your Endsleigh Loop device**" on pages 29-31.

During a **period of insurance**, **Endsleigh Loop** will replace at **our** own cost a faulty box unless the fault or damage is caused by **you** or anyone appointed by **you** (such as a mechanic) or anyone other than **Endsleigh Loop** or an **Endsleigh Loop** representative.

If, during a **period of insurance**, **you** damage or tamper or interfere with the **Endsleigh Loop device** (including deliberately preventing it from working), **Endsleigh Loop** may:

- charge **you** as detailed in the section "Costs of **your Endsleigh Loop device**" detailed on page 29;
- inform the **insurer** who may then cancel **your** policy (see **your** insurance contract for further details).

This does not include a situation where **the car** is deemed a total loss after a claim or the **Endsleigh Loop device** is damaged in an incident involving a claim under **your** policy, where **you** will not be charged for a new telematics device or its fitting.

Removal of the fitted device

Endsleigh Loop does not ordinarily ever remove a fitted black box from **your** car. **You** can ask **Endsleigh Loop** to remove **your** device after **your** insurance has lapsed or been cancelled and there is a charge for the removal. See the section "Costs of **your Endsleigh Loop device**" on page 29.

Your driving feedback account

You must activate **your Endsleigh Loop** driving feedback account to receive feedback on how **you** are driving. **You** can also view this along with useful driving tips via the free **Endsleigh Loop** feedback app.

Feedback messages are designed to help **you** improve **your** driving style and become a better **driver**. They also serve as a warning to **you** about how **you** are driving - if **you** receive **red messages** or **black messages**, **your** insurance premium may be negatively affected.

You must activate **your** driving feedback account within 10 days after **your Endsleigh Loop device** has been fitted. If **you** fail to do so, **Endsleigh Loop** may inform the **insurer** who may then cancel **your** policy (see **your** insurance contract for further details).

You should regularly review and assess the driving feedback within **your** feedback account.

The provision of the feedback account is subject to the section "Portals and Accounts" on page 33.



Endsleigh Loop device contract (continued)

Costs of your Endsleigh Loop device

Transmission of your telematics data

The cost of transmitting data to and from the device is included in the **Endsleigh Loop** new business administration fee. When **you** take out an **Endsleigh Loop** policy the cost of **your** first **Endsleigh Loop device** and its fitting (where applicable) which is payable to **Endsleigh Loop** under the terms of this contract, will be collected at the same time that the premium which is due under **your** policy is collected. This cost is set out in **our** terms of business agreement.

There are circumstances where **you** may be responsible for the costs of a new **Endsleigh Loop device** and its fitting (if applicable), such as:

- where **you** decide to replace **the car** during the **period of insurance**; or
- where **you** have damaged the **Endsleigh Loop device**

Where applicable, **Endsleigh Loop** may:

- debit these additional payments from the debit or credit card details **you** provided when **you** purchased the policy; or
- deduct these from any premium refund due.

Endsleigh Loop may also request the additional payment from **you** directly.

If **Endsleigh Loop** invoices **you** for any additional charges but cannot take payment using either of the methods above, **you** must make payment within 14 days. If **you** still have a policy at such time, **Endsleigh Loop** may notify the **insurer** of a failure to pay these additional fees when requested and the **insurer** may then cancel **your** policy (see **your** insurance contract for further details).

Installing and repair/replacement of your fitted telematics device

Before an Endsleigh Loop device can be installed, repaired or replaced

It is **your** responsibility to ensure that **you** have the agreement of anybody with a legal interest in **the car** to:

- the installation of a fitted **Endsleigh Loop device**; or
- the repair or replacement of a faulty **Endsleigh Loop device**.

Documents required for installing the fitted telematics device

On the day of the installation, **you** must present the following documents to the fitter acting for the **selected installer**:

For a new fitted Endsleigh Loop device, installed as part of a new policy	If you need a new Endsleigh Loop device because you have changed your car
Vehicle registration document (V5C) or the new keepers slip.	Vehicle registration document (V5C).
Your driving licence photo card or the test pass certificate.	-
Proof of no claim discount* (if appropriate).	-

*No Claim Discount must be in **your** name, be less than 24 months old, contain the previous policy number and expiry date of the previous policy, indicate the number of years claim free, and detail any claims.

Installing a new fitted telematics device

The **selected installer** will install the fitted **Endsleigh Loop device** at a mutually convenient time at (or near) **your** home or place of work or study within mainland Great Britain and Northern Ireland, provided it is safe to do so at the proposed place.



Important information

Endsleigh Loop device contract (continued)

You will receive an email from our selected installers with a unique link to book your fitting appointment. If any damage is directly caused to the car because of the fitting of the Endsleigh Loop device then it will be repaired at no cost to you.

Endsleigh Loop will not be responsible for any depreciation in the value of the car caused by the fitting of the telematics device.

Charges that apply during a period of insurance, after either:

- an Endsleigh Loop device has been supplied (and where applicable, fitted) as part of a new policy; or
- your own telematics device has been reactivated:

If you damage or tamper with the Endsleigh Loop device other than as a result of loss or damage in an incident involving a claim under your policy, Endsleigh Loop may charge you for repair/replacement.	£120	Repair/replacement charge (fitted device).
	£65	Repair/replacement charge (self-fit device).

If you change your car

You can remove a self-fit device and install it in your new car.	£0	There is no charge if you transfer your self-fit device to your new car.
Endsleigh Loop will not remove a fitted black box from your previous car. Therefore you will need a new Endsleigh Loop device to be supplied and fitted to your new car.	£120	Change of car (installing a new fitted device in this replacement car).
	£65	Change of car (supplying a new self-fit device).
If you miss an arranged Endsleigh Loop device fitting, repair or replacement appointment without giving Endsleigh Loop at least 24 hours' notice.	£55	Short (or no) notice cancellation charge.
If the car is modified, converted, customised or in an unfit state to install an Endsleigh Loop device and Endsleigh Loop decide not to fit one.	£55	-

After your policy has lapsed or been cancelled

If you require Endsleigh Loop to remove the fitted telematics device.	£90	Removal charge.
If you miss an arranged Endsleigh Loop device removal appointment without giving Endsleigh Loop at least 24 hours' notice.	£55	Short (or no) notice cancellation charge.



Endsleigh Loop device contract (continued)

Timescale for fitting, repairing or replacing an Endsleigh Loop device

For a new fitted Endsleigh Loop device, installed as part of a new policy:	If you need a new Endsleigh Loop device because you have changed your car:	Should the Endsleigh Loop device develop a fault:
The Endsleigh Loop device must be fitted within 10 days of your policy commencing.	10 days from when you notify Endsleigh Loop of a change of your car.	14 days of Endsleigh Loop notifying you of the fault.

If the Endsleigh Loop device is not fitted (or repaired/replaced) within these timescales, Endsleigh Loop may notify the insurer and the insurer may then cancel your policy (see your insurance contract for further details).

Your personal data and telematics data

Your personal data

Endsleigh Loop may need to collect any or all of the personal data listed below in connection with the provision of your insurance:

- ▶ Name and address, date of birth and gender
- ▶ Telephone numbers and email address
- ▶ Criminal convictions and motoring offences
- ▶ Claims and credit history
- ▶ All the above information about any other named drivers to be insured under the policy
- ▶ Vehicle registration number
- ▶ Credit/debit card, bank details
- ▶ Availability to arrange fitting of an Endsleigh Loop device

The telematics data

The telematics data that Endsleigh Loop collects from your device includes:

- ▶ Speed throughout your journeys
- ▶ Braking frequency and force
- ▶ Acceleration
- ▶ Cornering and sudden manoeuvres/movements
- ▶ Miles travelled
- ▶ The types of routes you take (e.g. A-roads, motorways, country lanes)
- ▶ Times and dates of travel
- ▶ The car's GPS location

Your Endsleigh Loop box will begin to collect your telematics data:

- following installation; or,
- with immediate effect, if the car already has a telematics device installed and Endsleigh Loop has been able to reactivate it.



Endsleigh Loop device contract (continued)

Your Endsleigh Loop device will begin to collect your telematics data (continued):

Please note that if **you** allow other **drivers** to use **the car** during the **period of insurance**, **Endsleigh Loop** will continue to collect **telematics data** from the device.

If the policy is cancelled, or lapses, **Endsleigh Loop** will cease collecting **your telematics data** within 7 days of cancellation, or as soon as possible thereafter, meaning the **Endsleigh Loop device** will not transmit any further **telematics data** to **Endsleigh Loop**.

Any **telematics data** collected remains the property of **Endsleigh Loop**.

How Endsleigh Loop uses the telematics data it collects

In brief, **Endsleigh Loop** takes **your telematics data** and uses intelligent software and algorithms to assess **your driving behaviour**. This behaviour is then given a score, which is regularly updated as the driving characteristics identified by the **Endsleigh Loop device** change over time. For example, if **you** consistently exceed the speed limit or take corners too sharply for the kind of car **you** drive, the analytics algorithms will detect this and **your** score may be lower as a result. If **you** then begin to reduce **your** speed and drive more carefully, **your** score is likely to increase over time.

Other uses of **your** data include:

- making **your** score available for **you** to access from **Endsleigh Loop** via **your** feedback account;
- issuing messages relating to **your driving behaviour**, such as **red messages** and **black messages**;
- creating detailed assessments of **your driving behaviour** or specific information relating to **the car** at or around a particular event e.g. if an accident involving **the car** occurs, **we** will request a breakdown of the exact **telematics data** recorded immediately prior to and following impact.

Third parties

Endsleigh Loop, Ingenie Limited, or a third party acting on their behalf may need to pass some or all of **your** personal data and/or **telematics data** to selected third parties. If this is necessary, the transferred data will be held securely in accordance with data protection law. **Endsleigh Loop**, or any company acting on their behalf, will not typically disclose specific **telematics data** e.g. a report on where **you** have driven over the course of a given period, though **Endsleigh Loop** may disclose detailed usage data in the event of a claim.

Third parties include:

- **Your insurer**: to provide and manage **your** insurance and other similar activities
- a different **insurer** from time to time: to provide **you** with a quote, or additional insurance policy e.g. after-the-event insurance cover for accidents, where **you** have requested this cover and **your** primary **insurer** is either unable or unwilling to provide it
- relevant authorities such as the Motor Insurers' Bureau, or any disclosure which is required by a court order
- third parties that **Endsleigh Loop** uses to provide its services, as explained further in **our** privacy policy

Marketing from Endsleigh Loop

If **you** have given **your** consent, **Endsleigh Loop** may use **your** contact details to send **you** information about other products and services offered by **Endsleigh Insurance Services**, or another company within the A Plan Group, which may interest **you**. If **you** wish to change **your** marketing consent please email, write or call **Endsleigh Loop** using the details shown on any of **Endsleigh Loop's** letters or website at: www.endsleigh.co.uk/contact-us/

Further information

If **you** would like further information about what personal data and **telematics data** **Endsleigh Loop** collects, and how it is used, please read the **Endsleigh** privacy policy which can be found at: www.endsleigh.co.uk/site-info/privacy-policy-loop/

All the personal data and **telematics data** that **Endsleigh Loop** passes to **your insurer** is held by the **insurer** in accordance with the **insurer's** Data Protection Notice which is detailed in **your** insurance contract.



Endsleigh Loop device contract (continued)

Portals and accounts

Licence

Endsleigh Loop grants **you** (together with any other named **drivers** who may be included on **your** insurance policy from time to time) a non-exclusive, non-transferable, royalty-free licence to use:

- ▶ the account portal;
- ▶ the driving feedback account; and
- ▶ the fitting portal,

(together the “portals”) in connection with the policy, the **Endsleigh Loop device** and related services.

This licence shall terminate:

- ▶ upon expiry or cancelation of **your** motor vehicle insurance with **Endsleigh Loop**; or
- ▶ where **you** have not purchased motor vehicle insurance through **Endsleigh Loop**, 1 year from the date the account was created

Endsleigh Loop will own and retain all intellectual property rights in all data uploaded to or held in the portals.

Portal guidelines

Endsleigh Loop will use its reasonable endeavours to provide **you** with access to the portals 24 hours a day, 7 days a week. However, **Endsleigh Loop** cannot guarantee that **your** access will be uninterrupted or error-free. **Endsleigh Loop** may also need to disable access to the portals for short periods of time in order to carry out planned maintenance on them.

If **you** are unable to access **your** account, **your telematics data** will still be recorded and uploaded when the driving feedback account becomes available again.

When accessing any of the portals, **you** must:

- ▶ keep **your** password secure, and not share it with anyone who does not have the right to access the portals;
- ▶ not store or publish any content on any of the portals that is defamatory, discriminatory or offensive;
- ▶ not attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form, all or any part of any portal or the software which underpins it;
- ▶ not sell, rent, lease, or use the portals in any other way connected with the provision of services to others; and
- ▶ promptly notify **Endsleigh Loop** if **your** account or password for any of the portals is compromised.

Limitation of liability

The portals are provided to **you** on an “as is” basis and **you** assume sole responsibility for results obtained using them. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by law, excluded.

Endsleigh Loop shall not be liable under any theory of liability for any business losses, loss or corruption of data, pure economic loss or any indirect or special losses. Nothing in this section excludes **Endsleigh Loop’s** liability for death or personal injury caused by its negligence, or fraud or fraudulent misrepresentation.



Important information

What to do if you have a complaint

Endsleigh Loop is committed to fairness in the way **we** deals with its customers. However, occasionally disputes or misunderstandings can happen.

If **you** have any enquiry or complaint about **Endsleigh Loop** or **your Endsleigh Loop device** or **your** insurance policy **you** should first telephone customer services on:

Telephone: 0333 234 1713

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 **policy schedule**. If **you** are dissatisfied with the final response to **your** complaint, **you** can contact the Financial Ombudsman Service for help and advice.

Write to: The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 023 4567 from a landline or 0300 123 9123 from a mobile

Website: www.financial-ombudsman.org.uk

You can also use the online European Online Dispute Resolution platform to provide details of **your** complaint, which will then be forwarded to the Financial Ombudsman Service. **You** can access the service by visiting: <https://ec.europa.eu/consumers/odr>

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 **Endsleigh Loop** or the **insurer**.

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

Financial services compensation scheme (FSCS)

If **your insurer** was unable to meet their 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 **Endsleigh Loop**.

Phone numbers beginning 03 and 01 are charged at national rates and are generally included in inclusive minute plans from landlines and mobiles.



If you need our help...

Please call the claims helpline on **0333 234 1714** or the windscreen claims helpline on **0333 234 1667**

