



Stand on e-scooter  
INSURANCE POLICY  
N° 1798020801

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

## INTRODUCTION

Thank **You** for choosing eavi for **Your** stand on e-scooter insurance.

**We** have done everything possible to make **Your** insurance documents as easy as possible to understand.

This **Policy** booklet gives useful advice on how to make a **Claim** and what **You** can do if **You** are unhappy with **Our** service.

If **You** have any questions, please call a member of **Our** team, and **We** will be happy to help.

All **Claims**, regardless of fault must be reported within the first 24 hours to **Our** dedicated **Claims** team.

24 HOUR CLAIMS LINE - **0800 954 0776**

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## DEFINITIONS

The words and phrases have the same meaning wherever they are used in this **Policy**:

**Accessories** - Additional or supplementary parts that are not directly related to the function of your stand-on e-scooter and are easily removable. These include but are not limited to tank bags or satellite navigation systems.

**Accident** - Any unforeseen event or one without apparent cause. Anything that occurs unintentionally or by chance.

**Bodily injury** - Any injury caused directly by an insured incident, occurring solely and independently of any other cause within 52 weeks of the insured incident.

**Business use** – Whilst driving the **Insured Vehicle** between multiple places of work or occasional travels to meet clients including courier use.

**Claim** - is a formal request by a policyholder to an insurance company for coverage or compensation for a covered loss or policy event.

**Certificate of Motor Insurance** - The current document that proves **You** have the motor insurance **You** need by law. It shows who can drive **Your Vehicle** and what **You** can use it for. It is proof that **You** can use **Your Vehicle** on a road or other public place, as required by the Road Traffic Acts.

**We/Us/Our** – Wakam S.A.

**Data Subject(s)** - Any individual whose Personal Data and Special Categories of Personal Data is processed in accordance with the Data Controllers procedures and instructions for the purposes of meeting its legal obligations under this contract.

**Delivery use** – Use of the **Insured Vehicle** in connection with the rider's declared business for delivery of small parcels (up to a maximum of 10kg) or food.

**DVLA** - The Driver and Vehicle Licensing Agency.

**DVSA** - The Driver and Vehicle Standard Agency.

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**Endorsement** - Any variation to the terms, conditions and exclusions of this **Policy** as shown in the **Schedule**.

**Insured/ You/ Your** - The person or persons as shown on the **Schedule** and **Certificate of Motor Insurance** who has/have been a UK resident for at least twelve (12) months prior to the inception of the **Policy** or the date of inclusion/addition to the **Policy**. The **Insured** must be aged between 21 and 65 years of age and must live in the United Kingdom.

**Insured Vehicle** - The stand on electric propelled scooter, which has been accepted by **Us**, and shown on **Your Certificate of Motor Insurance** and policy **Schedule**. The maximum speed of the **Insured Vehicle** must not exceed 28 mph. The coverages of the **Policy** will apply only in case of use of the **Insured Vehicle** for **Social Domestic & Pleasure use, Business use and Delivery use**.

**Loss of limb** - Complete, permanent, and irrecoverable loss of use for which a specialist medical practitioner is of the opinion that it will never be recovered or, loss by physical separation.

**Loss of sight** - Total, complete and irrecoverable loss of sight in both eyes, where the Insured's name is added to the Register of Blind Persons, or in one (1) eye, where the degree of sight is less than 3/60 on the Snellen Scale.

**Medical Practitioner** - A person who is qualified and registered to practice medicine under the laws of the United Kingdom. They cannot be the **Insured**, their partner or family, or any employee of the **Insured**.

**MOT Certificate** – The certificate issued in Great Britain by an authorised car repair garage as proof that **Your Insured Vehicle** has passed an annual Ministry of Transport vehicle test.

**Period of Insurance** - The duration of the **Policy** as shown in the **Schedule** and **Certificate of Motor Insurance**.

**Policy** – This policy booklet, **Your Schedule**, any **Endorsement** and **Your Certificate of Motor Insurance**.

**Road Traffic Act** – Any compulsory motor insurance provisions of any road traffic acts, laws or regulations that govern the driving and use of motor vehicles in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

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**Social Domestic & Pleasure** – Whilst driving the **Insured Vehicle** for social, domestic & pleasure purposes. This includes driving to and from **Your** regular place of work each day.

**Statement of Fact** - The record of information supplied by **You** and declared as accurate for the purposes of entering into an insurance contract with **Us**.

**Schedule** - The document issued which shows details of the **Insured, Period of Insurance, Endorsements** applicable, **Excess(es)** and the cover provided.

**Terrorism** - An act or threatened act as set out in the Terrorism Act 2000 and which is a) carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s) b) committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or to intimidate the public or any section of the public and which involves any serious violence, damage to property or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.

**Territorial Limits** - United Kingdom

**Third Party** - Any person other than the Insured.

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## ISSUED BY THE PLAN GROUP LTD

In consideration of **You** having paid the premium or agreed to pay the premium on the date of inception of this contract **We** agree to provide the insurance described in this **Policy** booklet, **Schedule** and any **Endorsements**. This **Policy** booklet, **Certificate of Motor Insurance**, the **Schedule** and any **Endorsement** should be read together as one contract any word or expression to which a specific meaning has been given in any of them shall bear such meaning wherever it appears.

Please read these documents carefully and keep them safe.

It is important that **You**:

- check the **Schedule, Certificate of Motor Insurance** and any information **You** have given **Us** is accurate;
- notify **Us** as soon as possible of any inaccuracies in the information **You** have provided or any inaccuracies in **Your Schedule** or **Certificate of Motor Insurance**;
- comply with **Your** as duties set out in this **Policy**.

## eavi

This **Policy** is arranged and administered by eavi. eavi is a trading name of The Plan Group Limited. The Plan Group Limited is authorised and regulated by the Financial Conduct Authority (FCA) No. 307249

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## YOUR INSURER



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

## FINANCIAL SERVICES COMPENSATION SCHEME

**You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **We** cannot meet **Our** liabilities under this **Policy**. Further information about the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0207 741 4100 / 0800 678 1100 or writing to the FSCS at 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU.

## YOUR INSURANCE

This **Policy** Document is evidence of a legally binding contract of insurance between **You** and **Us**. The **Statement of Fact** records the information **You** have given to **Us**.

**We** agree to insure **You** under the terms, conditions and exceptions of this **Policy** for any liability, loss or damage that occurs during any **Period of Insurance** for which **You** have paid or agreed to pay a premium.

Unless **We** have agreed otherwise with **You**, this insurance is governed by English law and subject to the exclusive jurisdiction of the English courts.



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## IMPORTANT INFORMATION

**You** must disclose to **Us** all material information relating to this **Policy**. **We** rely on the information **You** provide to **Us** being accurate and complete. If it was not, **You** must tell **Us** immediately, otherwise this **Policy** may be subject to an increase in premium, change in terms and conditions, or the **Policy** may be void and of no effect and the annual premium possibly retained.

**You** must also notify **Us** as soon as possible about any future changes which affect your **Policy**. If **You** do not, then this **Policy** may be subject to an increase in premium, change in terms and conditions, **Your Claim** not being fully paid or the **Policy** may be void and of no effect and the annual premium possibly retained.

Whilst driving the **Insured Vehicle**, **You** must wear protective helmet (Rule 83 of the UK Highway Code) and gloves. In case of **Claim**, if **You** were not wearing protective equipment, the indemnification will be reduced by 25%.

In case of theft of the **Insured Vehicle**, **You** must call the police immediately (ideally within 24 hours) and record the crime reference number. Once **You** have this **You** must contact **Us** straight away by calling **Our Claims** team on 0800 954 0776. This will enable **Us** to issue a notice of cancellation to avoid any **MID Claims**.

Please refer to the **General Conditions** section of this **Policy** (page 17) for further information.

## INSURANCE COVER PROVIDED

### POLICY COVER

<i>Third Party Liability</i>	-	<i>Included</i>
<i>Personal Accident</i>	-	<i>Included</i>
<i>Third Party, Fire and Theft</i>	-	<i>Excluded</i>
<i>Comprehensive</i>	-	<i>Excluded</i>

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

## HOW TO MAKE A CLAIM?

**You** should notify **Us** as soon as reasonably possible in the event of an **Accident** or **Claim** by contacting **Our** claims team within 24 hours on **0800 954 0776**.

Delay in notifying **Us** of an incident may increase claim costs, which **You** may become liable to pay. It may also invalidate **Your** right to claim.

Please have the following information, where possible, when notifying **Us** of an **Accident** or **Claim**:

- **Your Policy** number
- Driver's name, address and date of birth
- Vehicle registration
- Date the **Accident** occurred
- Location and description of the **Accident**
- Any supporting evidence such as photos or video.

**We** aim to deal with **Your Claim** promptly and fairly. **We** will update **You** on the progress of **Your Claim** by email, mail or by phone – whichever **You** prefer.

## WHAT TO DO FOLLOWING AN ACCIDENT?

Unfortunately, **Accidents** happen and for **Us** to offer **You** the best service **You** will need to record the following information:

- Full details of any **Third Party** involved in the **Accident** including name, telephone number, address, registration number, make and model of the vehicle.
- The number of passengers in the **Third Party** vehicle, was anyone injured? If so was the emergency services called?
- Witness details - Look for anyone who can act as an independent witness, this can be used as an invaluable piece of evidence.

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

- If it's safe to do so, please take photos of the **Accident** scene and damaged areas of both vehicles.
- Position of all vehicles involved, road names and speed **You** were traveling at.
- Do not admit **You** were at fault in any way or offer to make a payment. Please make a record if any other person does this.

Once **You** have reported the incident, **Our** claims team will send **You** a statement of truth containing a record of the information provided by **You**. Please check the information and if any of the information is incorrect, **You** must advise **Us** as soon as possible.

## CLAIMS CONDITIONS

It is a condition that following any **Accident**, injury, loss or damage, **You** should telephone **Our** claims helpline on **0800 954 0776** within 24 hours.

**You** must send **Us** any letter, claim, writ or summons relating to any **Accident** or **Claim** as soon as **You** have received it. **You** must also let **Us** know immediately if **You** or **Your** legal advisors become aware of any prosecution, inquest or fatal **Accident** inquiry concerning a **Claim** which might be covered under this **Policy**.

**You** or any other person claiming under this **Policy** must not offer any admission of liability or offer or promise of payment shall be made without **Our** written consent.

A fully completed report form and driving entitlement consent form (D796) or share code must be returned to **Us** upon request. Failure to do so may result in the cancellation of **Your Policy**.

Failure to co-operate with **Our** claims investigation will leave **Us** with no alternative than to proceed to settle the **Claim** on a without prejudice basis, reduce **Your** NCB and issue a notice of cancellation.

**We** will not pay for further damage to the **Insured Vehicle** if **You** drive it or attempt to drive it in a damaged condition.

**We** shall be permitted to take over and deal with the defence or settlement of any **Claim** in respect of any liability covered by this **Policy** in the name of the person against whom the **Claim** is brought.

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**We** shall be permitted to take proceedings at **Your** opponents own expense to recover the amount of any payment made under this **Policy** in the name of the **Insured** or other insured person to whom payment has been made and shall be given their full co-operation in relation there to.

**We** reserve the right to seek reimbursement from **You** for any increased compensation and/or costs incurred due to failure to complete paperwork and/or late notification of any incident.

**You** shall reimburse **Us** for any amount advanced by **Us** in connection with such loss not exceeding the amount for which **We** make payment in respect of any loss for which indemnity is payable under the **Policy**. This is the case even if such payment has been expressed to be made ex gratia or without prejudice. The term "loss" means a loss or series of losses resulting from a single occurrence.

**We** will not pay a **Claim** if there is any other insurance in force, which covers the same loss, damage or liability as this **Policy**.

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## SECTION 1 - LIABILITY TO THIRD PARTIES

### *Policy Cover*

**We** will insure **You** against all sums **You** are legally liable to pay arising from:

- 1) an **Accident** caused by, or arising out of, the use of **Your Insured Vehicle** resulting in death of or **Bodily injury** to any person, for an unlimited amount; or
- 2) an **Accident** caused by, or arising out of, the use of **Your Insured Vehicle** resulting in damage to property up to £1,400,000. This limit will apply in respect of any one **Claim** or a number of **Claims** arising from one incident caused by or arising out of the use of the **Insured Vehicle**, or a trailer correctly attached to the **Insured Vehicle** by towing equipment made for this purpose, so long as towing is allowed by law.
- 3) Liability of other persons driving or using the **Insured Vehicle** - on the same basis and limits that **We** insure **You** under this Section. **We** will also insure any person allowed by the **Certificate of Motor Insurance** to drive the **Insured Vehicle**.
- 4) Legal Personal Representatives - In the event of death of any person insured by this Section, **We** will insure the legal personal representatives of the deceased person against any liability covered by this Section.
- 5) Emergency Treatment Fees - **We** will pay for emergency medical treatment fees from any **Accident** under this **Policy** involving any **Insured Vehicle** as required by the **Road Traffic Acts**.
- 6) Legal Costs - In connection with any liability, which is insured by this Section, **We will pay according to the schedule of legal fees provided in the contract:**
  - a) the fees of any solicitor appointed by **Us** to represent anyone insured under this Section during proceedings in any court of summary jurisdiction or at any coroner's inquest or fatal **Accident** inquiry;
  - b) the cost of legal services arranged by **Us** to defend a charge of manslaughter or causing death by dangerous driving; or other costs and expenses incurred with **Our** written consent.

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

## EXCLUSIONS TO SECTION 1 - LIABILITY TO THIRD PARTIES

**We** shall not be liable:

1. Unless the person driving holds a licence to drive such vehicle or has held and is not disqualified from holding or obtaining such a licence;
2. Under Section 2 or 3 to indemnify any person:
  - a) Unless they observe, fulfil and be subject to the terms, exclusions and conditions of this **Policy** in so far as they can apply;
  - b) If they are entitled to indemnity under any other insurance;
  - c) In the event of any **Claim** which, if made against the **Insured**, would not have been the subject of indemnity under this insurance.
3. In respect of death of or **Bodily injury** to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this section except so far as is necessary to meet the requirements of the European Community Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 90/232/EEC).
4. In respect of damage to property belonging to or held in trust by or in the custody or control of the **Insured** or of any person specified in the **Certificate of Insurance** and claiming indemnity under this Section or damage to any property being conveyed by the **Insured Vehicle**.
5. In respect of damage to the **Insured Vehicle**.
6. In respect of death or injury to any person or damage arising out of the presence of the **Insured Vehicle** in or on part of an aerodrome, airport, airfield or military base provided for a) the take off or landing of aircraft or the movement of aircraft on the surface b) aircraft parking aprons including the associated service roads, refuelling areas, ground equipment parking areas, maintenance areas and hangars.
7. In respect of death of or **Bodily injury** to any person or damage caused by or arising out of or in connection with the bringing of a load to such **Insured Vehicle** for loading thereon or the taking away of any load from such **Insured Vehicle** after unloading therefrom.

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

8. Loss, damage or liability caused by pollution or contamination arising out of the seepage of the load from the **Insured Vehicle**.
9. In respect of death or **Bodily injury** to any person being conveyed in or on a semi-trailer as defined in the European Communities (Road Traffic) Regulations, 1992 (Statutory Instrument No. 347/1992) connected by any means whatsoever to an **Insured Vehicle** which is being used in a public place.

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## SECTION 2 – PERSONAL ACCIDENT

### *Policy Cover*

**We** will pay **You** £ 10,000 per **Claim** should **You** suffer an **Accident** whilst driving and using **Your Insured Vehicle** which results in **Your** death, permanent total disablement, or permanent partial disablement (**Loss of sight** and **Loss of limb**), either immediately or within one (1) year from the date of the **Accident**.

The most **We** will pay **You** in a 12-month period is £ 30,000.

An excess of 10% of **permanent impairment of the victim's physical or mental integrity percentage** will apply.

### *Specific conditions for this section*

1. In order to be eligible to be paid any benefit under this Section, **You** or the user must provide **Us/Wakam** with appropriate medical evidence, whether from the user's GP or another suitably qualified **Medical Practitioner**, confirming that the **Accident** has resulted in the **Bodily injury** or directly led to the benefit that is being claimed for.

1. If **We** disagree on:

- a. the nature of any **Bodily injury**; and/or
- b. whether it resulted from an **Accident** whilst **You** or a user was using **Your Insured Vehicle**; and/or
- c. whether it constitutes either a permanent total disablement or permanent partial disablement; and/or
- d. whether **You** are unable to work as a result of the **Bodily injury** then **We** can obtain a separate medical opinion (at **Our** cost), and **We, You**, the user, and Wakam shall be bound by that opinion.

2. The amount to be paid to **You** for the **Bodily injury** itself will be calculated by reference to the relevant national guidelines for the assessment of general damages for **Bodily injury Claims**, and confirmation of that sum will be at **Our/Wakam's** sole discretion.

3. The total of any benefits payable under this Section shall not exceed the limits stated within the **Policy Schedule** for the **Period of Insurance**, regardless of the **Bodily injury** suffered and the **Insured's** inability to work.

4. The payment of repatriation costs is contingent upon the **Insured** having died as the result of an **Accident** whilst using the **Insured Vehicle**.



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## EXCLUSIONS TO SECTION 2 - PERSONAL ACCIDENT

**We** will not pay any **Claims** where any death or **Bodily injury** is attributable to:

1. Illness or disease unless this is the direct result of an **Accident**.
2. A gradual loss of use or function which is not the direct result of an **Accident**.
3. Any head injury suffered whilst the user is not wearing a helmet at the time of the **Accident**.
4. Any medical expenses, including but not limited to the costs of private treatment, experts' opinions, and any future costs of care.
5. **Your** death or injury if it is resulting from suicide or attempted suicide.
6. **Your** death or injury because the driver was unfit to drive because of alcohol over the legal limit, illegal drugs or legal drugs where the manufacturer advises against driving whilst under the influence of the drug.
7. Any disablement, whether temporary, permanent, partial or total, except those listed above; or
8. Injury caused by a pre-existing disease or physical weakness.

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### SECTION 3 – NO CLAIMS BONUS

In the event of no **Claim(s)** being made or arising under this **Policy** during the preceding year(s) of insurance the renewal premium will include a bonus if the **Policy** is renewed for a further year.

If a **Claim** is made under **Your Policy**, **We** will reduce **Your** no claims bonus by two (2) years in line with **Our** scale.

If two (2) or more **Claims** are made in any one (1) **Period of Insurance**, **You** will lose all of **Your** No Claims Bonus.

NCB Years	Step Back Scale	
	1 Fault Claim	2 Fault Claims
<b>0 Year</b>	0	0
<b>1 Year</b>	0	0
<b>2 Years</b>	0	0
<b>3 Years</b>	1	0
<b>4 Years</b>	2	0
<b>5 Years</b>	3	0
<b>6 Years</b>	4	0
<b>7 Years</b>	5	0
<b>8 Years +</b>	6	0

#### *Protected No Claims Bonus*

If **You** are eligible and where protected bonus has been agreed by **Us**, this will be shown on the **Statement of Fact** and **Schedule** by **Endorsement**.

The No Claims Bonus shall not be prejudiced provided, that no more than one (1) **Claim** is made in any one (1) **Period of Insurance**. In the event of more than one (1) **Claim** in any one (1) **Period of Insurance** the No Claims Bonus will be stepped back by two (2) years per **Claim**.

If three (3) or more **Claims** arise in three (3) consecutive years, the No Claims Bonus Protection will be withdrawn and the discount reduced in line with **Our** scale.

Please Note: **Our** maximum bonus scale is eight (8) years.

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## SECTION 4 - GENERAL CONDITIONS

### 1. Fair Presentation of Risk

**You** must make a fair presentation of the risk to **Us** at inception and renewal and at any other change to **Your** circumstances during the **Policy** duration **Period of Insurance**. A fair presentation is one which clearly discloses, in a reasonably clear and accessible manner, all material facts which **You** and/or those responsible for arranging this insurance knows, or ought to know, following a reasonable search.

If **We** establish that **You** have failed to present the risk to **Us** fairly, and such failure is deemed to be deliberate or reckless, **We** will treat this **Policy** as if it never existed and refuse to pay **Your claim**. **You** will not be entitled to any refund of premium.

If **We** establish that **You** failed to present the risk to **Us** fairly, but **Your** failure was not deliberate or reckless, the remedy available to **Us** will depend upon what **We** would have done had **You** presented the risk to **Us** fairly, as follows:

1. if **We** would not have provided this **Policy** on any terms, then **We** have the option to treat this **Policy** as if it never existed and refuse to pay any **Claim**. In these circumstances **We** will refund the full premium to **You**.
2. if **We** would have provided this **Policy** but charged a higher premium, **We** have the option to charge the additional premium **We** would have asked **You** to pay, had **We** been aware of all relevant material facts.
3. if **We** would have provided this **Policy** on different terms (other than in relation to the premium), **We** will have the option to treat the contract as if it had been entered into on those terms. This may result in **Us** making no payment for a particular **Claim** or loss. **You** must reimburse any payments made by **Us** that **We** would not have paid if such terms had been in effect.
4. if **We** would have provided this **Policy** but charged a higher premium, **We** have the option to charge the additional premium **You** would have paid to **Us**, had **We** been aware of all relevant material facts.
5. cancel **Your Policy** in accordance with the cancellation condition.

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## *2. Condition Precedent*

It is a condition precedent that **We** will only be liable to indemnify or make a payment under this **Policy** if:

- (a) any person claiming or on whose behalf indemnity is claimed has complied with all the terms and conditions of this **Policy**.
- (b) the declaration and information given on the **Statement of Fact** is true, correct and complete and to the best of the **Insureds** knowledge and belief.
- (c) the **Insured Vehicle** is being used in accordance with the **Certificate of Motor Insurance**.

## *3. Fraud*

If **You** or anyone acting on **Your** behalf makes any **Claim**, statement or otherwise which is false or fraudulent, as regards amount or otherwise, or produce any documentation which is false or proven to be stolen, this insurance shall become void, and all **Claims** hereunder shall be forfeited and premium retained.

**We** may:

- (a) cancel **Your Policy** in accordance with the cancellation conditions.
- (b) reject a **Claim** or reduce the amount of payment that would have been paid.
- (c) recover from **You** any sums paid by way of benefit under this **Policy** in respect of any **Claim** or part of any **Claim** that is fraudulent, false or exaggerated.
- (d) pass details to fraud prevention and law enforcement agencies who may access and use this information.
- (e) cancel **Your** contract of motor insurance where the circumstances of the insurance have changed and not been advised to **Us**.

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

#### *4. Your duty of care*

**You** must ensure that the **Insured Vehicle** is maintained in a safe and roadworthy condition in accordance with the manufacturer's recommendations.

#### *5. Mid Term Adjustments*

All amendments must be notified to **Us** immediately.

This includes but is not limited to amendments to **Your** home address, drivers and any changes in **Insured Vehicle** including use as declared on **Your** most recent **Statement of Fact**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy** in accordance outlined in General Conditions - Our Rights to Cancel.

All mid-term adjustments will be calculated on the current rates and may be subject to an administration fee being charged in accordance with **Our** terms of business.

If as a result of an alteration **You** are due a refund, premiums under the amount of £20.00 Plus Insurance Premium Tax (IPT) will not be refunded.

#### *6. Cancellation*

**You** may cancel this **Policy** at any time by contacting eavi to confirm the date and time **You** wish **Your** cover to cease from.

If a **Claim** has been made in the current **Period of Insurance**, then **We** will retain the full premium.

#### *Cancellation within the cooling-off period*

This **Policy** provides **You** with a cooling-off period.

Once **You** have entered into a contract with **Us** **You** are entitled to a period of review during which **You** may decide whether to proceed with the purchase of the **Policy**.

The period of this review is fourteen (14) days and commences from the day on which **You** receive **Your Policy** documentation, or the date on which the **Policy** commences, whichever is the later, **You** should serve notice of cancellation to the **Policy** administrator whom **You** arranged this insurance with to the following address:

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

Address: eavi  
Prospero – 73 London Road  
Redhill, Surrey  
RH1 1LQ  
Phone: 0800 840 7136  
Email: info@eavi.uk

If **You** cancel within the first fourteen (14) days, providing there has been no **Claim** or incident likely to give rise to a **Claim**, a full return of premium will be given however this will be subject to a minimum insurer charge of **£35.00** Plus Insurance Premium Tax (IPT).

### *Cancellation by You after the cooling off period*

If **You** cancel this **Policy** after fourteen (14) days of receipt of the **Policy** documentation and there has been no **Claim** (or **Claim** pending) during the current **Period of Insurance**, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance subject to a £50.00 **Policy** administration fee charged by **Us**.

If a **Claim** has been submitted or there has been any incident likely to give rise to a **Claim** during the current **Period of Insurance**, no premium refund will be given.

### *Our Rights to Cancel*

**We** have the right to cancel **Your Policy**, where there is a valid reason for doing so. **We** will give **You** seven (7) days' notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and a copy by email which will set out **Our** reason for cancellation.

**Your** insurance may be cancelled because:

- **You** or anyone else covered by this insurance has not met the terms and conditions of the insurance; or
- **You** have not provided documentation requested by **Us** (such as a copy of your driving licence or evidence of No Claims Bonus); or
- A change in **Your** circumstances means **We** can no longer provide cover; or
- **You** misrepresent or fail to disclose information that is relevant to **Your** insurance; or
- **You** harass any member of **Our** staff or show abusive or threatening behaviour towards them.

*All Claims should be reported within 24 hours regardless of fault directly to Our dedicated claims team on 0800 954 0776*

The policyholder as named on the **Certificate of Insurance** is responsible for notifying all named drivers that cover on the **Insured Vehicle** has ceased.

If the **Vehicle** insured under this **Policy** is sold and not replaced immediately, **You** must notify eavi and the **Policy** will be cancelled. Where no **Claim** has been made under the **Policy**, **We** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused.

### *Fraud*

If **You** or anyone acting on **Your** behalf makes a fraudulent, false, or exaggerated **Claim** under this **Policy**, **We** will be entitled to refuse to settle the whole of the **Claim** and make any recoveries that **We** have already settled. **We** may also notify **You** that **We** will be treating this **Policy** as having been terminated with effect from the date of the fraudulent act.

If **We** terminate this **Policy** under this condition, **You** will have no cover under this **Policy** from the date of the fraudulent act and will not be entitled to any refund of premium irrespective of whether **We** are required to meet any **Claim** at all. **We** may also recover any settlement made in regard to any other **Claim** on **Your Policy**. This clause also applies to false statements made when taking out the **Policy** or bringing a **Claim** and if **You** provide false documents in support of a **Claim**.

If any fraud is perpetrated by, or on behalf of, an insured person and not on behalf of **You** this condition should be read as if it applies only to that insured person's **Claim**, and references to this **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole. In the event of fraud, **We** will not refund **Your** premium.

If there has been no **Claim** (or **Claim** pending) during the current **Period of Insurance**, **We** will calculate the pro-rata premium for the period **You** have been insured and refund any balance due.

If a **Claim** has been submitted or there has been any incident likely to give rise to a **Claim** during the current **Period of Insurance**, no premium refund will be given.

### *7. Right of Recovery*

If **We** are required to pay a **Claim** under Road Traffic Law or the law of the country in which the **Policy** operates (including settling a claim on a reason-able basis in anticipation of such a liability), which **We** would not otherwise be liable to pay had the law not existed, **We** shall be entitled to recover such payments (including legal costs of reasonably defending the claim) **We** make from **You** if **You** or any other insured person:

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

- caused the loss directly or indirectly;
- caused or permitted the **vehicle** to be driven by an uninsured driver;
- through act or omission, caused this insurance to be invalid.

#### *8. Contracts (Rights of Third Parties) Act*

No person, persons, company or other party not named as the **Insured** in this **Policy** has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms and conditions of this **Policy**. This does not affect any right or remedy of a **Third Party** that exists or is available apart from that Act.

#### *9. Governing law*

**You** and **We** are free to choose the law applicable to this **Policy** but, in the absence of any written agreement to the contrary, the **Policy** will be governed and interpreted in accordance with English law and, other than where specifically stated otherwise, subject to the exclusive jurisdiction of the English courts.

#### *10. Acts of Parliament*

All Acts of Parliament and regulations referred to in this **Policy** are understood to include any subsequent or amending legislation as well as equivalent legislation enacted elsewhere in the United Kingdom.



*All Claims should be reported within 24 hours regardless of fault directly to Our dedicated claims team on 0800 954 0776*

## SECTION 5- GENERAL EXCLUSIONS

**We shall not be liable in respect of:**

1. Any death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused by, contributed to or arising from any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), act of **Terrorism**, civil war, rebellion, revolution, insurrection or military or usurped power except as so far as is necessary to meet the requirements of the Road Traffic Act.
2. Any death, injury, disablement, damage to any property or any resulting loss, cost, expense, indirect loss or legal liability directly or indirectly caused by, contributed to or arising from any:
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear explosive assembly or nuclear component of such assembly.
3. Any death, injury, disablement, damage to any property or any resulting loss, cost, expense, indirect loss or legal liability directly or indirectly caused by, pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of Insurance** and is sudden and identifiable and unintended and unexpected other than is necessary to meet the requirements of the Road Traffic Acts. All pollution that arises out of one (1) incident shall be considered to have occurred at the time the incident took place.
4. Any death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused whilst any **Insured Vehicle** is being:
  - a) used otherwise than in accordance with the "Limitations as to Use" specified in the **Certificate of Motor Insurance**;
  - b) driven by, or is in the charge of for the purpose of being driven by, any person who is not named on the **Certificate of Motor Insurance** bearing the document number, and issued to **You** by **Us** or is being used otherwise than within the "Limitations as to Use" specified in the **Certificate of Motor Insurance** which is incorporated herein;
  - c) driven by or is in the charge of anyone (including **You**) who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence to drive **Your Vehicle**, does not keep to the conditions of their driving licence or is prevented by law from having a licence (unless they do not need a licence by law);

*All Claims should be reported within 24 hours regardless of fault directly to Our dedicated claims team on 0800 954 0776*

- d) driven by, or in charge of for the purpose of being driven by, any person under 21 or over 65 years of age.
  - e) used or taking part in any official or unofficial:
    - i) rallying;
    - ii) pacemaking event;
    - iii) reliability trial;
    - iv) speed trial/testing;
    - v) competition; and
    - vi) race of any description against another motorist, either formal or informal. This exclusion shall apply to any road, track, off road event, Nürburgring or similar environment.
  - f) driven, on or used:
    - i) air-side including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport, airfield or military establishment to which aircraft have access; and
    - ii) within any power station, nuclear installation or establishment, refinery, bulk storage or production premises in the oil, gas or chemical industries.
5. Any death, injury, disablement, damage to any property or any resulting loss, cost, expense, indirect loss or legal liability directly or indirectly caused by:
- a) hazardous, dangerous or explosive goods or substances; or
  - b) explosion, sparks or ashes from **Your Insured Vehicle**, or from any trailer or machinery attached to, or detached from it.
6. Any **Accident**, injury, loss or damage (except under Section 1) directly or indirectly caused by, contributed to or arising from:
- a) earthquake or;
  - b) riot or civil commotion occurring elsewhere than in the United Kingdom, the Isle of Man or the Channel Islands.
7. Any **Accident**, injury, loss, damage and/or liability (whether within the Road Traffic Act or not) caused, sustained or incurred whilst any **Insured Vehicle**, with which insurance and/or indemnity is granted hereunder is being used for the carriage of good of a hazardous or explosive nature, or for the conveyance of a load in excess of the maximum set against the **Insured Vehicle**.

*All Claims should be reported within 24 hours regardless of fault directly to Our dedicated claims team on 0800 954 0776*

8. Any **Accident**, loss, damage, injury or liability caused, sustained or incurred by the fixture of any faulty part or accessory or by defective workmanship or by work being undertaken on the **Insured Vehicle** by **You** or by any person acting on **Your** behalf.
9. Any legal liability which attaches by virtue of any agreement or contract but which would not have attached under this **Policy** in the absence of such agreement or contract.
10. Any **Accident** occurring whilst the **Insured Vehicle** is being driven or used in an unroadworthy or unsafe condition or while it is carrying drivers of such a number or such a weight or size or in such a way as is likely to impair the safe driving or control of the **Insured Vehicle**, or is likely to cause damage to any person or property whether in or on the **Insured Vehicle** or not.
11. Any loss, damage or legal liability for which compensation will be provided or, but for the existence of this **Policy**, would have been provided under any other insurance, warranty, contract, legislation or guarantee.
12. Any loss or damage (except to comply with the Road Traffic Acts) whilst **Your Insured Vehicle** is being driven by **You**, any person acting for **You**, should it be proved to our satisfaction that the driver was under the influence of alcohol or drugs. A conviction under the relevant law (including convictions for failing to supply specimens of breath, blood or urine) shall be deemed to be conclusive evidence of the condition of the driver at the time of the occurrence giving rise to the conviction.
13. Any loss, damage, injury or liability for **Your Insured vehicles** which has been modified from the manufacturer's original specification unless agreed otherwise.
14. Any death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused whilst the Insured using the **Insured Vehicle** deliberately or recklessly with the intention of:
  - a) self-harm or suicide;
  - b) causing damage other vehicles or property;
  - c) causing injury to any person and/or to put any person(s) in fear of injury;
  - d) for criminal purposes.

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

15. Any death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused by vehicles under foreign registration and drivers with international driving licence.
16. Any death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused by vehicles belonging to **Insured** who cannot prove a fixed address in the United Kingdom.
17. Any death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused by vehicles used for public transport of equipment or passengers, taxis.
18. Any **Accident** occurring whilst the **Insured Vehicle** is being driven or used by more than one (1) driver at the same time.
19. Any loss or damage to the **Insured Vehicle**.
20. Any theft or attempted theft of the **Insured Vehicle** and any loss or damage to the **Insured Vehicle** by theft or attempted theft.
21. The amount of any excess shown in the present **Policy**.
22. Any damage to buildings, things, or animals belonging, rented or entrusted in any capacity to the driver of the **Insured Vehicle**.
23. Any death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly due to the civil liability that professionals repairing, selling or checking the **Insured Vehicle**, as well as persons working under them, may incur when performing their work.
24. Any damage as a result of fire or explosion of the **Insured Vehicle** due to a manufacturing defect (already covered by the manufacturer's legal warranty).
25. Any legal liability for which **You** are covered under any other insurance policy.

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

26. Any **Accident** or damage arising from intentional act or wilful misconduct.

27. Any death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused by the use of the **Insured Vehicle** for purposes other than **Social Domestic & Pleasure use, Business use and Delivery use**.

28. Any death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused by the use of the **Insured Vehicle** for deliveries and transportation of goods except as part of the activity of **Delivery use**.

## IMPORTANT INFORMATION TO THE INSURED - PLEASE READ

### DATA PROTECTION NOTICE

This document contains important information relating to the information (Data) given to **Us** and provides a brief summary of why it is needed, what **We** will do with it (including who it shares the information with), The type of information held about a **Data Subject**, where the information is obtained from and the rights that a **Data Subject** has.

**IMPORTANT** – This notice also applies to anyone else covered under this insurance and should be shown to them.

**We** will use a **Data Subjects** information to:

- Make a decision on whether or **We** are able to accept the **Data Subjects** insurance proposal, renewal or any adjustment the **Data Subject** may look to carry out.
- Determine what premium, terms and conditions will apply.
- Administer the **Policy**.
- Handle **Claims** made against the **Policy**.
- Prevent fraud and financial crime.
- Deal with any complaints and other compliance and legal requirements.

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

When **We** have a **Data Subjects** information, it will:

- Ensure it is always held in a technically secure environment.
- Ensure staff are sufficiently trained in the knowledge of Data Protection.
- Never transfer it outside of the European Union or European Economic Area.
- Ensure that the information is not kept longer than is absolutely necessary, or longer than legislation requires.
- Never sell the information.
- Also make the same guarantees for firms appointed to process the data on behalf of **Us**.

**We** will hold different types of information about a **Data Subject**, this may include:

- Name, contact details (such as address, telephone numbers and email addresses), date of birth and bank details.
- Previous insurance history.
- **Insured Vehicle** details including registrations.
- Certain special categories of data, such as medical history and criminal convictions.

**We** will receive information about a **Data Subject**, from various sources, such as:

- A **Data Subject** directly – including information from any telephone calls.
- The **Policy** administrator who arranged the **Policy**.
- Someone authorised or permitted to supply information on a **Data Subjects** behalf.
- Driver and Vehicle Standards Agency (**DVSA**).
- Databases such as Claims and Underwriting Exchange (CUE), Hire Purchase Investigation (HPI), Credit Safe and Insurance Companies.
- Law Enforcement Agencies.

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

**We** may share a **Data Subjects** information with:

- The Police and other law enforcement agencies, such as Fraud Prevention Agencies.
- Solicitors, **Third Party** Representatives or **Third-Party** Insurers.
- Industry Regulators including The Financial Ombudsman Service (FOS).
- Reinsurers.
- Associated and Subsidiary Companies for fraud prevention measures.

**The Data Subject** has certain rights concerning the information held about them and how **We** use it, these are:

- The right to be informed.
- The right to access.
- The right to rectification.
- The right to restrict processing.
- The right to data portability.
- The right to object.
- Rights relating to automated decision-making including profiling.

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

**IMPORTANT** – If **You** or anyone covered by this insurance withdraw or restrict the right to **Us** processing **Your** information, **We** may be unable to offer an insurance **Policy**, continue with cover or deal with a **Claim**.

If **You** would like more information regarding **Your** information held including full details of who **We** may share it with, **You** can contact **Us**:

Data Protection Officer

Phone: 0800 840 7136

Address: eavi

Prospero – 73 London Road

Redhill, Surrey

RH1 1LQ

Email: [info@eavi.uk](mailto:info@eavi.uk)

Website: <https://www.eavi.uk>



*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

## ALTERATIONS TO YOUR INSURANCE

1. All amendments must be notified to **Us** immediately; this may include but not limited to the following:
  - a change or addition of an **Insured Vehicle**.
  - any alterations or adaptations which make the **Insured Vehicle** different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic.
  - a change in the purpose for which the **Insured Vehicle** is used.
  - a change in the person who uses the **Insured Vehicle** most.
  - a change of address.
2. **You** have a common law duty to advise **Us** of any change of situation not declared to **Us** at the time of completion of the **Statement of Fact**, i.e. fixed penalty offences, motoring and/or criminal convictions (other than those spent under the Rehabilitation of Offenders Act 1974), **Accident** or loss history and any medical conditions that should be notified to the **DVLA** in line with their regulations, as failure to declare such information may affect the validity of **Your Policy**.
3. **Your Policy** may be subject to an increase in premium, change in terms and conditions or may be void and of no effect, if:
  - a) The **Statement of Fact**, proposal or declaration or any supporting documents are false or untrue in any material respect.
  - b) The **Insured** makes a **Claim** that is fraudulent or deliberately exaggerated.
  - c) The **Insured** has made a false statement in support of any such **Claim**.
  - d) The circumstances in which the **Insured** entered into the contract are altered without **Our** consent.

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

## MOTOR INSURANCE DATABASE

It is a legal requirement that details and registrations of the vehicles **You** own are added to the MID which is managed by the Motor Insurers' Bureau (MIB). MID data may be used by certain statutory and/or authorised bodies including the police, the **DVLA**, the **DVSA**, the Insurance Fraud Bureau and other bodies permitted by law, for electronic vehicle licensing, Continuous Insurance Enforcement, preventing and detecting crime, reducing the incidence of uninsured driving and for the provision of government and other services aimed at reducing the level and incidence of uninsured driving.

Other insurers and the Motor Insurers' Bureau may search the MID to ascertain relevant **Policy** information if **You** have been involved in a road **Accident** whether in the United Kingdom or abroad. Other people pursuing a **Claim** in respect of a road traffic **Accident**, their personal or appointed representatives, whether within the United Kingdom or overseas may also obtain relevant information which is held on the MID.

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

## COMPLAINTS PROCEDURE

**We** aim to provide the best level of service possible however, if for any reason **You** wish to complain, or **You** feel that **We** have not kept **Our** promise, **We** would like to hear from **You**.

**You** can make **Your** complaint by any method such as telephone, e-mail or in person. In order to best manage the complaint, **We** find that putting down **Your** complaint or concerns in a letter for the sake of clarity are always best.

Please contact the policy administrator on: **0800 840 7136**.

Address: eavi  
Prospero – 73 London Road  
Redhill, Surrey  
RH1 1LQ

Email: [info@eavi.uk](mailto:info@eavi.uk)

Website: <https://www.eavi.uk>

Please include **Your** name, the name of the **Insured** as shown on the current **Policy Schedule** and the **Policy** and/or **Claim** numbers in all communications.

### *Investigation of complaints*

Where a complaint is received, **We** will investigate immediately and aim to assess any complaint fairly, consistently and promptly to determine whether it should be upheld and, if so, what remedial action or redress may be appropriate. **We** shall resolve it at the earliest opportunity with the aim of doing so by close of business on the third working day following the day, which the complaint was received.

### *Timescale for initially responding to complaints*

**We** will acknowledge **Your** complaint promptly within three (3) working days from the day on which it was received, in writing (by text or by email).

Where **We** are able to provide a final response immediately, the acknowledgement may be combined with the final response (by text or by email). Should **Your** complaint take longer to deal with, **You** will be kept informed of the progress of the investigation in writing which will include written details of **Our** complaints handling procedures.

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

*Final or other response within eight (8) weeks*

**We** will either send a final response (as described below) within eight (8) weeks or, at the end of that period, a response explaining that **We** are not in a position to make a final response, giving reasons for the delay and indicating when **We** expect to be able to provide a final response. This response will inform **You** whether **You** are entitled to refer the complaint to the Financial Ombudsman Service (the '**Ombudsman**'). If **You** are dissatisfied with the delay, **We** will include details of how to contact the Financial Ombudsman Service.

*Final response*

This will either:

- uphold the complaint and, where appropriate, offer redress; or
- reject the complaint and give reasons for doing so.

The final response will advise **You** whether **You** may refer the complaint to the Financial Ombudsman Service if **You** are not satisfied. It will include details of how to contact the Financial Ombudsman Service.

*If **You** remain dissatisfied, **You** may also contact Wakam directly at:*

complainttheplangroup@wakam.com

*Referring complaints to the Financial Ombudsman Service*

Should **You** still not be satisfied by **Our** final response, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service for its consideration. Where **You** wish to do so, **You** should do so within six (6) months (from the date the final response was issued) as **Your** complaint may otherwise be time-barred under the Financial Ombudsman Service's rules. The Financial Ombudsman Service can be contacted at the following address:

Financial Ombudsman Service

Exchange Tower,

Harbour Exchange Square,

London E14 9SR

Phone: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

*All **Claims** should be reported within 24 hours regardless of fault directly to **Our** dedicated claims team on 0800 954 0776*

## ENDORSEMENTS

The following endorsements only apply if shown on **Your Schedule**.

### *END01 - Protected No Claims Bonus*

It is hereby noted and agreed that this **Policy** will benefit from Protected No Claim Discount in accordance with the terms and conditions set out on page 16 of this **Policy** - Protected No Claims Bonus.