



## Policy Booklet

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Car Insurance

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# Yoga & Your Car Insurance Policy

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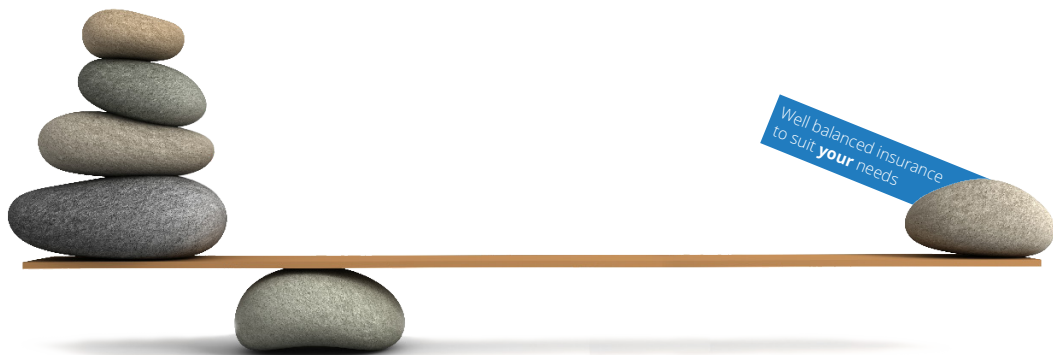
**Yoga** are an Insurance intermediary who arranges and administers insurance on behalf of a panel of insurers. **Your** contract of insurance is between **you** and the **insurer** named on **your certificate of motor insurance**. **You** will pay a premium and the **insurer** will provide **you** with the cover outlined in this document. Should **you** need to make any changes to **your** policy, **you** can do so yourself at [www.yoga-insure.co.uk](http://www.yoga-insure.co.uk). **Yoga** charge an administration fee for any changes made to **your** policy as detailed in the separate Our Charges document supplied by **Yoga**.

**You** should read this **policy document**, the **schedule**, **endorsements** and **certificate of motor insurance** as one contract. It is **Yoga's** agreement with **you**, based on the information **you** give to **Yoga Insurance** and on the information in **your** proposal or statement of facts. Please check the exclusions under each section and the general conditions which apply to all sections of this booklet. Any information **you** supply must be provided honestly, fully and to the best of **your** knowledge. Should **you** discover that any information is incorrect, **you** must contact **Yoga** immediately to ensure cover at all times.

In return for a fee, **Yoga Insurance** will arrange and administer **your** insurance on behalf of **your insurer** for liability, loss or damage which happens during the period of insurance stated on **your schedule**. This will be in line with the sections of this **policy document**, which are shown as operative on **your schedule**.

In order to validate the information **you** provide, **your insurer** may ask **you** to provide details such as; **your** driving licence, proof of address, proof of **your no claims discount** or proof of purchase of the vehicle **you** wish to insure. **Yoga Insurance Services Limited** is authorised by the Financial Conduct Authority.

Yoga Insurance Services Limited First Point, Balby Carr Bank, Doncaster, DN4 5JQ  
Registered in the UK under registration number: 09859287



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# Our Promise to You

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

Signed for and on behalf of Yoga Insurance Services Limited



James Littlewood  
Director  
Yoga Insurance

## Definitions

For ease of reading, the special terms listed in the table below have been printed in bold throughout this document.

<b>Certificate of Motor Insurance</b>	Proof that <b>you</b> have motor insurance as required by the law.
<b>Cyber Attack</b>	Any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system and data.
<b>Data Protection Laws</b>	Any law, regulation or rules which relates to the protection of individuals with regards to the processing of personal data.
<b>Endorsements</b>	Terms that are relevant only to <b>you</b> . Any <b>endorsements</b> that apply to <b>you</b> can be found on <b>your schedule</b> .
<b>Excess</b>	The amount of money <b>you</b> must pay towards the cost of a claim.
<b>Green Card</b>	The international motor insurance card. This is the document that some countries need as proof of compulsory insurance.
<b>Insurer</b>	The <b>insurer</b> as stated on <b>your certificate of motor insurance</b> .
<b>Market Value</b>	<p>The cost of replacing <b>your car</b>, if this is possible, with one of a similar make, model and specification, taking into account the age, mileage and condition of <b>your car</b>, immediately before the loss or damage happened.</p> <p>In assessing the <b>market value</b> of <b>your</b> vehicle, reference will be made to insurance industry recognised guides of vehicle values as well as searching for available vehicles being offered for sale to the general public.</p>
<b>No Claims Discount</b>	An accumulation of discount <b>you</b> accrue for every claim free policy year.

<b>One Call Claims Limited, One Call Claims</b>	<b>One Call Claims</b> provide claims management services for insurers.
<b>Policy document</b>	This booklet.
<b>Recommended Repairer</b>	An approved garage/mechanic as selected by <b>One Call Claims</b> or <b>your insurer</b> .
<b>Schedule</b>	This will show; <ul style="list-style-type: none"> <li>• the period of cover;</li> <li>• name of the policyholder;</li> <li>• driver(s) and use;</li> <li>• sections of this <b>policy document</b> which apply;</li> <li>• applicable endorsements which vary the terms of this <b>policy document</b>;</li> <li>• Excesses that apply to the policy.</li> </ul>
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Theft</b>	The physical removal of an object that is capable of being stolen without the consent of the owner and with the intention of depriving the owner of it permanently.
<b>Track Days</b>	Driving or use on a motor racing track, circuit, airfield, derestricted toll road or at an “off-road” event.
<b>We, our, us</b>	This relates to the <b>insurer</b> as stated on <b>your certificate of motor insurance</b> .
<b>Yoga Insurance Services Ltd, Yoga Insurance, Yoga</b>	<b>Yoga Insurance</b> are an insurance intermediary. <b>Yoga</b> arranges and administers insurance on behalf of a panel of insurers.
<b>You, your</b>	The person named as the policyholder on the <b>schedule</b> and <b>certificate of motor insurance</b> .
<b>Your Car</b>	The motor car, the details and registration number of which are shown in the <b>schedule</b> . Permanently fitted accessories and manufacturer supplied electric vehicle charging cables (other than audio equipment) are included within this definition.

## Conflict of interest

**Yoga Insurance Services Limited** may, from time to time, place business with, use the services of or refer **you** to One Insurance Limited so long as they best meet **your** demands and needs. Directors of **Yoga Insurance Services Limited** may hold directorships in One Insurance Limited and **One Call Claims Limited**.

## Car Sharing

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

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

## Our Commitment to the Environment

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**Yoga Insurance Services Limited** is committed to helping the environment by supporting the use of paperless documents wherever possible. This will help to cut down **Yoga's** carbon footprint and means **Yoga** can pass on the savings on post and administration to **you**, however if **you** do require a paper copy of **your** insurance documents please contact **Yoga Insurance** by using the live chat service via [www.yoga-insure.co.uk](http://www.yoga-insure.co.uk).

## Territorial Limits

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

## Need to Make a Claim?

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

**Contact the dedicated claims line:**

**0203 738 7386**

## Making a Claim

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**One Call Claims** are the claims handling agent on behalf of **Yoga**, they are authorised by the Financial Conduct Authority and the Claims Management Regulator in respect of claims management services.

To find out more information relating to **One Call Claims**, visit [www.onecallclaims.co.uk](http://www.onecallclaims.co.uk).

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

Dependant on the type of claim **you** wish to report, **you** may be referred to the **insurer** that appears on **your certificate of motor insurance**, we will let **you** know if this is the case. Where **One Call Claims** is referenced, the same terms will apply to **your insurer** if they are dealing with **your** claim. **Your insurer** will handle, defend and settle any claim

Assistance is available on this number 24 hours a day.

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

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

Speak to **One Call Claims** before **you** make any arrangements for replacement or repair. Call: **0203 738 7386**. If **your car** needs to be repaired (and the damage is covered by this policy), they have a nationwide network of **recommended repairers** who can arrange to start work on **your car** without delay.

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

If **you** have a Comprehensive policy and need the use of a **car** while **your** own is undergoing repair through one of **One Call Claims recommended repairers** they will provide **you** with a courtesy car subject to availability - full details can be found in the courtesy car section of this policy (Basis of Settlement Sections 1 and 2).

When repairs are completed, arrangements will be made for **you** to collect **your car** (or for the **car** to be redelivered to **your** home). When **you** collect the **car** **you** will need to pay the repairer any policy **excess** or contribution which may be applicable, details of **your excess** can be found on **your schedule** and will be confirmed to **you** before repairs are completed. **Recommended repairers** have been chosen to provide both a high standard of service and quality repair work. Repairs carried out by **recommended repairers** are guaranteed for 3 years or for as long as **you** own the **car**, whichever is the shorter period.

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

If the incident relates solely to breakage of the windscreen or windows in **your car** and **you** have Comprehensive cover, please call **0203 738 7386**. If the glass can be repaired the **excess** may be lower than if the glass was replaced, please refer to the **schedule** for details of any applicable **excess**.

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

## Section 1 Accidental Damage

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### What is covered?

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

- Pay the cost of repairs to **your car**.
- Replace what is lost or damaged.
- Make a settlement payment based on the **market value** of **your car** at the time of the loss or damage, taking into account its make, model, age, mileage and condition of the car prior to the incident.

## Section 2 Fire and Theft

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### What is covered?

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

- Pay the cost of repairs to **your car**.
- Replace what is lost or damaged.
- Make a settlement payment based on the **market value** of **your car** at the time of the loss or damage, taking into account its make, model, age, mileage and condition of the car prior to the incident.

### What is not covered under sections 1 and 2

This policy does not cover **you** for the following:

- Wear and tear (including wear and tear to an electric vehicle battery), failure to properly maintain electric vehicle battery systems in line with the manufacturer guidelines, **your car** losing value or for any repairs which improve **your car** beyond its condition before the loss or damage occurred.
- Mechanical, electrical, electronic computer failures, breakdowns or breakages including damage to **your car** caused by the use of fuel not compatible with **your engine** or any failure caused by or resulting from hacks, viruses or malware.



- Damage to tyres caused by braking, punctures, cuts or burst.
- More than the manufacturer's latest list price in the United Kingdom of any part or accessory. If such a list price is not available the most **we** will pay is the manufacturer's latest list price in the United Kingdom for an equivalent part or accessory.
- Loss or damage to the Insured **Car** through failure to install and/or accept manufacturer recommended Over The Air (OTA) software updated installed wirelessly relating to settings such as functionality, performance and safety updates.
- Loss or damage to **your car** caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Loss of use of **your car** or any other indirect loss.
- Loss of or damage to **your car** by **theft** or attempted **theft** if **your car** has been left unlocked, left with the keys in it, on it or left with a window or roof open.
- Loss of or damage to **your car** caused by **you** carelessly or by recklessly offering **your car** to a third party; including deception, fraud or trickery, including when **you** are offering **your car** for sale.
- Where **your car** is driven or used without **your** permission by a person **you** know unless **you** report the person to the police for taking **your car** without **your** consent.
- Loss of or damage to **your car** as a result of it being confiscated or destroyed by or under official order of any government, public or local authority.
- Deliberate damage caused to **your car** by any person insured under **your** policy.
- Any loss from **your car** being taken and returned to its rightful owner.
- Loss of or damage to any trailer or caravan whether or not it is being towed by or attached to **your car**.
- The additional cost of modifications (including any change to the fuel system or modifications for disability) other than those supplied and fitted by the manufacturer or their approved garage at the time of original registration.
- Depreciation of the **car's** value after or because of repairs.
- Any claim for damage to **your car** where **you** or a named driver are criminally charged and prosecuted for any driving offence in connection with the incident as described below.
- Where **you** or any other person who was driving at the time:
  - » was over the prescribed legal limit for alcohol at the time of the Incident, whether or not the driver was in fact intoxicated or their mental abilities were otherwise impaired by the alcohol.
  - » was driving while impaired through drink or drugs, whether prescribed or not, whether illegal or not and whether or not the driver was in fact intoxicated or their mental abilities were otherwise impaired by the drug(s).
  - » failed to provide a sample of breath, blood or urine when required to do so, without lawful reason, in respect of the Incident.
  - » was using a mobile phone or device.
  - » was driving dangerously
  - » for the avoidance of doubt, **you** or any other person who was driving at the time do not need to have been convicted of an offence for this exclusion to apply if the prosecution cannot proceed due to ill health or death.

## Section 1 & 2 Basis of Settlement

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If **your car** belongs to someone else or is under a hire purchase or leasing agreement, **we** may pay the legal owner.

### Repairs

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

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

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

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

**We** may use recycled parts to give us greater access to source the parts needed to repair **your** vehicle, your repair costs are reduced which may in turn reduce the risk of the vehicle being deemed a total loss. **We** will not use any recycled parts for safety critical parts of your vehicle such as brakes, suspension, engine etc.

### Vehicle recovery in the event of an Accident, Fire or Theft

In the event of a valid claim where **your car** cannot be driven as a result of loss or damage covered under this policy, **we** will pay the reasonable cost of taking it to the nearest **recommended repairer**, storage facility or home address. **We** will also pay the reasonable cost of delivering **your car** to **you** at the address shown in the **schedule** after it has been repaired. We may put **your car** in safe storage before it is repaired, sold or taken for scrap. **We** will pay the reasonable cost of storage.

### Total loss of your car

If **your car** is a total loss, **your car** will become **our** property. **We** will allow 21 days from the date **you** receive **your** settlement to replace **your** vehicle. If **you** do not replace the vehicle within 21 days then **your** cover will be cancelled. **We** may give **you** the option of deducting any outstanding premium owed to **us** from any claims settlement **we** make to **you** as **we** will have met **our** responsibilities under the policy

### Cherished plates

If **you** have a cherished plate on **your** vehicle that **you** wish to retain in the event that **your** vehicle is a total loss, **you** must inform **us** when **you** log **your** claim. **We** will require the V5 logbook with the original registration plate shown which **you** need to obtain from the DVLA. If this is not provided in a suitable timeframe or **you** don't inform **us**, **you** will lose the entitlement to the cherished plate.

### Onward destination

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

- Travelling expenses for the occupants of the insured **car** towards reaching **your** destination. Or
- One-night hotel accommodation on the day of the loss or accident for all occupants of the insured vehicle if they cannot continue the journey and the overnight stop is necessary and unplanned.

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

### New car replacement

If **your** vehicle is less than 12 months old and it is:

- Stolen and unrecovered; or
- Damaged and the cost of repair is more than 50% of the current UK list price (including taxes) of your **car** at the time of damage.

**We** will replace **your** vehicle with one of the same model and specification. **We** will only replace **your** vehicle if:

- **You** are the first registered keeper
- The original purchase invoice is available
- It was originally purchased within the United Kingdom
- **Your car's** recorded mileage at the time of loss is not more than 12,000 miles
- Anyone with a financial interest agrees to settle the claim in this way

**We** will not pay more than the manufacturer's list price for a new car replacement.

After **your** claim is settled, the lost or damaged vehicle becomes **our** property

If **you** do not want **us** to replace **your** vehicle, or a vehicle of the same model and specification is not immediately available from UK stock, the most **we** will pay is the market value.

### Excesses that apply

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

- A policy **excess** applies to **your** policy, of which the details are mentioned on **your schedule**.
- If you have agreed one, a voluntary **excess** applies in addition to the policy **excess** of which the details can also be found on **your schedule**.
- **You** are responsible for all **excess** payments including where a named driver under the policy was driving the vehicle. If this amount is paid in error by **us** **you** must refund the amount immediately on request.

## Windscreen/Glass

- Where a windscreen or window repair or replacement is required, the **excess** as stated on **your** policy **schedule** will apply.
- In the case of any windscreen claims where **our recommended repairers** are not used, **your** insurer may apply a higher **excess**. Please refer to the **endorsement** section of **your** policy **schedule** for details of any applicable **endorsement**. **We** will also pay up to a maximum of £250 for a replacement and £30 for any repairs after **you** have paid the total **excess** upfront.
- Cover is provided for the recalibrating of any mechanical or electrical cameras or equipment where **our recommended repairers** are used.

Windscreen replacement or repair does not cover:

- Damage to any part of a glass or plastic sunroof, roof panel, or foldable roof or removable hood of a convertible or cabriolet vehicle.
- Replacement of non-standard tint to Glass.
- Any claim as a result of **theft**, Attempted **theft**, vandalism or malicious damage where more than one piece of glass is damaged. These claims can be made against Sections 1 or 2 of this policy.
- Any loss or damage as a result of wear and tear, dryness, dampness, extremes of temperature, exposure to light, contamination and/or pollution.
- Recalibration of any mechanical or electrical cameras or equipment where our recommended repairers are not used. If **you** do not recalibrate **your** vehicle and **your** inaction directly leads to an accident, it may result in **your** claim being rejected.

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

## Audio equipment

Loss of or damage to **your car's** accessories whilst in or on **your car** or in **your** private garage are covered for the following:

- • Accidental damage.
- • Vandalism or malicious damage.
- • **Theft**.
- • Attempted **theft**.
- • Fire and lightning.

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

## Child safety seat

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

### Replacement of locks and keys

We will pay for all the locks to be replaced if one or more is damaged. If **your car** keys (including key fob or key card) are lost or stolen **we** will pay for replacement locks and keys, providing they were not left in or on your car while it was unattended. **You** must pay the accidental damage **excess** for lost keys or the theft **excess** for stolen keys. The policy **excess** are stated on your **schedule**. There is a £1000 maximum claim limit under this section. The **excess** will be deducted from this limit.

### Courtesy car

We will not provide a courtesy car in the following circumstances:

- Where **your car** is deemed beyond economical repair.
- Where **you** fail to allow access or collection of the insured **car**.
- Where **your car** is retained by the police.
- Where **your** claim is investigated in cases of misrepresentation or failure to supply full requested documentation.
- Where the insurance policy has expired or has been cancelled.
- In the event of a fire or **theft** claim if the vehicle has not been recovered or is uneconomic to repair.
- Where **you** use **your** own repairer, even if a courtesy car is shown on **your** insurance policy **schedule**.

We will provide Insurance for the courtesy car under this insurance in exactly the same way as **we** insure **your car**. **You** must return the courtesy car when instructed to or if this Insurance expires and **you** do not renew the policy.

The courtesy car provided is usually a small hatchback under 1200cc. The provision of a courtesy car and any additional requirements **you** may have for the courtesy car will be subject to availability. Depending on the nature of such additional requirements these may be subject to an additional cost which will be at **your** own expense.

## Section 3 Liability to Other People

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### What is covered?

We will pay all sums **you** are legally responsible for:

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

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

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

## Other people

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

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

## Legal Costs

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

## Emergency treatment charges

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

## What is not covered?

This policy does not cover **you** for:

- Death of or bodily injury to any employee arising out of or in the course of their employment by any person who is covered by this section, unless the employee is a passenger in any vehicle for which insurance is provided by this section.
- Loss of or damage to any **car** which is covered by this section.
- Loss of or damage to any trailer, caravan or vehicle (and their contents) while being towed by or attached to any **car** which is covered by this section.
- Loss of or damage to any property which belongs to or is in the care of any person who is claiming under this section.
- Legal responsibility, loss or damage when **your car** is being used in the operational boundaries of any airport or airfield except when **we** have to meet the requirements of the Road Traffic Acts.
- More than £20,000,000 for any one incident or series of incidents arising from one event that causes loss or damage to property. The most **we** will pay for all costs and expenses is up to £5,000,000.
- Loss or damage caused by a deliberate act.

# Section 4 Foreign Use

## What is covered?

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

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

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

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

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

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

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

### What is not covered?

Anything which is not covered under sections 1 and 2 of this policy is not covered under this section. If **your certificate of motor insurance** allows **you** to drive any other **car**, that cover does not apply outside the **territorial limits**.

### Courtesy car

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

### Making a claim

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

Assistance is available on this number 24 hours a day.

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

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

Speak to **One Call Claims** before **you** make any arrangements for replacement or repair.  
Call: **0203 738 7386**.

### Green Cards

Should **you** require a **Green Card** please contact **Yoga Insurance**.

## Section 5 Personal Accident Benefits

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### What is covered?

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

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

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

### What is not covered?

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

## Section 6 Dedicated Legal Advice Helpline

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In the event **you** require legal assistance the policy includes an additional legal advice service, this is provided by **One Call Claims Limited**. If **you** require legal advice or have been involved in an incident that wasn't **your** fault **you** should contact **One Call Claims** who will put **you** in touch with one of their approved panel members. **You** will then be provided with initial legal advice, what **your** next steps should be and what will be involved in taking the matter forward. For legal advice call the Help Line: **0203 738 7386**

When calling, please have the following information to hand, as **you** may be asked to provide:

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



**You** may also be asked for details regarding the following:

- Policy **excess** recovery.
- Personal injury compensation.
- Recovery of out of pocket expenses i.e.: loss of earnings.
- Any other uninsured losses.

## Section 7 Personal Belongings Benefits

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### What is covered?

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

### What is not covered?

This policy does not cover **you** for:

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

## Section 8 No Claims Discount

### What happens to your no claims discount if you claim?

If **you** make a claim or a claim is made against **you**, and **you** do not have protected **no claims discount**, **we** will reduce **your no claims discount** as follows.

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

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

## Section 9 Protected No Claims Discount

### What happens to your no claims discount if you claim?

If **you** have opted to protect **your no claims discount**, **You** will not lose any of **your no claims discount** as long as:

- **You** have 4 or more years **no claims discount** when **you** inceptioned the policy.
- **You** have incurred no more than two claims in any one year period.

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

### Uninsured driver promise

If **you** have comprehensive cover and **you** make a claim where the driver of the other car involved in the accident is found to be uninsured, **you** will not lose any part of **your no claims discount** (NCD) or have to pay any **excess** as long as:

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

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

### Vandalism promise

If **you** claim for damage to **your car** that is the result of vandalism which is caused by a malicious and deliberate act, **you** will not lose **your no claims discount**. This is subject to the following conditions being met:

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

Once **we** receive **your** claim, **you** may lose **your no claims discount**, until **we** are supplied with a relevant crime reference number.

## Section 10 General Exceptions

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### 1. Change of car - Notification and Acceptance

This insurance will not apply unless:

- **You** have given **us** details of **your** replacement car.
- **We** have issued a new **certificate of motor insurance**.

### 2. Vehicles, Driving and Use

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

- Other than in line with **your certificate of motor insurance**.
- By any person not described on **your schedule** as a person who is entitled to drive.
- By any person who is disqualified from holding or obtaining a licence or does not have a driving licence which is valid in the territory where the claim happened.
- By any person who is breaking the conditions of their driving licence.
- For hire or reward, racing, pace making, testing, trials, rallies or **track days**, for any use in connection with the Motor Trade, other than by a member of the Motor Trade for the purposes of overhaul, upkeep or repair.
- For towing for reward a caravan, trailer or mechanically disabled vehicle.
- For towing more than one caravan, trailer or mechanically disabled vehicle at any one time.

- By anyone who is under 25 years old or anyone who does not hold a full licence issued within the **territorial limits**, unless **you** have sent **us** their details and **we** have accepted them in writing. An additional premium and **excess** may apply if accepted. Refer to **your** policy schedule and/or endorsements for any additional **excesses** that may apply
- Where cover is shown on **your certificate of motor insurance**, the driving other cars extension will be withdrawn if **your** vehicle has been written off or declared off the road. **You** may not drive another vehicle unless **you** are named on that vehicle with another insurer or the new vehicle is named on this policy.
- Outside of the **territorial limits** unless otherwise outlined in Section 4.
- **We** will not pay for any loss, damage or liability directly or indirectly caused or contributed to by using **your** vehicle in or on any airport, airfield, military base or any other location where the public are not permitted even if **you** have received permission to do so.

### 3. Contractual Liability

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

### 4. Radioactivity

This policy does not cover **you** for direct or indirect loss, damage or liability caused by, contributed to or arising from:

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

### 5. Earthquake, War, Terrorism, Riot, Civil Unrest

**We** will not make a payment in the event of:

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

### 6. Fraud, Misrepresentation

**We** may not make a payment if:

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

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

### 7. Pollution

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

## 8. Cyber

We shall not be liable for any death, bodily injury, loss or damage as a result of failure, interference or malfunction, either deliberate or accidental, with **your** vehicle electronics, computer systems, advanced driver-assistance systems (ADAS) or artificial intelligence systems as a result of an act of cybercrime or any similar malicious act.

# Section 11 Cooling Off Period and Refunds

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If **you** find that the policy does not suit **your** requirements, **you** may cancel **your** policy within the first 14 days from receiving **your** policy documents or the policy start date, whichever is later.

If the cover has started **you** will be entitled to a refund of the premium paid less a deduction for the days that **you** have been covered. This deduction will be calculated on a proportionate basis. It will include any administration charges in full as detailed in the separate Our Charges document supplied by Yoga. This is subject to insurance premium tax where applicable.

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

# Section 12 General Conditions

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## 1. Duty and revealing information

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

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

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

Examples of these changes are:

- Any changes to **your** vehicle from the manufacturer's standard specification, including engine modifications such as engine mapping and changes such as fitting alloy wheels, spoilers or skirts.
- Any health conditions that may impair the driving ability of any driver(s) named on **your** insurance policy.

- A motoring accident, insurance claim, motoring conviction or fixed penalty offence involving any person who will drive **your** vehicle.
- Changes in the ownership or use of **your** vehicle or in the job of any person who will drive **your** vehicle.
- Any change in the use of **your** vehicle.
- Changes to **your** address or the address where **your** vehicle is usually kept.
- If a person whose details **you** have not already given to **Yoga** is likely to drive **your** vehicle, **you** must give **Yoga** their full details.

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

**Yoga** and the **insurer** will be entitled to examine **your** driving licence and the driving licence of any other person insured. **You** must immediately send any driving licence **Yoga** asks to see.

Any changes made mid-term may result in a change to the premium and will be subject to an administration fee as detailed in the separate Our Charges document supplied by **Yoga**.

## 2. Your car

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

- Maintain **your car** in a roadworthy condition
- Protect **your car** from damage or loss

**You** must have a valid:

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

**Your** vehicle must not be registered as a category A or B write-off.

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

## 3. Accident and claims procedure

After any loss, damage or accident **you** must give **One Call Claims** full details of the incident as soon as possible. All claims must be reported to **One Call Claims** as soon as is reasonably possible.

**You** or any other person claiming under this insurance must:

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

**You** must not, without consent:

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

#### 4. Other insurances

If **you** are dual insured (have two or more concurrent private motor policies on the same vehicle) at the time of any incident, **we** are entitled to approach the insurer(s) for a contribution towards the claim and will only pay **our** share. This condition does not apply to page 15, Section 5 - Personal Accident Benefits.

#### 5. Compulsory insurance laws

If under the law of any country **One Call Claims** or the **Insurer** must make a payment which they would not otherwise have to make, **you** must repay that amount to them.

#### 6. Cancellation

If **you** want to cancel **your** insurance **you** need to contact **Yoga Insurance Services**.

**You** can cancel **your** policy within the first 14 days from receiving your policy documents or the policy start date, whichever is later – **Yoga** will refund any money paid providing cover has not started. Further administration fees may apply as detailed in the separate Our Charges document supplied by **Yoga**.

**You** may cancel this insurance policy mid-term. If **you** have not made a claim, you will be entitled to a refund of premium paid less a deduction for the days that you have been covered on a pro rata basis; further administration fees may apply as detailed in the separate Our Charges document supplied by **Yoga**. This deduction will be calculated according to the charges scheme applicable at the time. Any charges applied for processing the insurance by the insurance broker will be advised separately.

If **you** have made a claim or been involved in an accident or loss, or there has been a claim reported by yourself or a third party, regardless of blame, in the current period of insurance, the **insurer** will give no return premium for the unexpired portion of the policy and the full policy premium will be owed unless **we** have been able to make a full recovery of costs incurred. This applies, not only if the policy is cancelled by **you**, but also if it was cancelled or voided by the **insurer** or **Yoga**. These charges will be subject to Insurance Premium Tax where applicable.

**Yoga** or **your insurer** may cancel this insurance at any time if there are serious grounds to do so, including but not limited to the following examples:

- where **Yoga** has been unable to collect a premium payment (payment terms including the procedures in the event of non-payment of the premium will have been agreed between **you** and **Yoga** when **you** took out this policy); or
- **you** have failed to take reasonable care in providing information in relation to this insurance as required by Section 12, General Condition 1 of this policy; or
- **you** have failed to supply requested validation documentation (such as evidence of No Claim Discount, copy driving licence and V5 log book); or
- **you** have failed to co-operate or provide information and assistance in relation to any claim under this policy or with regards to the administration or operation of this policy; or
- where **you** fail to maintain the insured vehicle in a roadworthy condition or **you** fail to look after it in accordance with Section 12, General Condition 2 of this policy; or

- where **you** use threatening or abusive behaviour towards a member of **our** staff or a member of staff of **our** supplier.
- **We** will do this by giving **you** 7 days' notice in writing to your **last** address notified to **us**. **Your** last notified address may include an email address nominated by **you** to accept correspondence.
- **You** will be entitled to a refund of premium paid less a deduction for the days that **you** have been covered on a pro rata basis; further administration fees may apply as detailed in the separate Our Charges document supplied by **Yoga**. This deduction will be calculated according to the charges scheme applicable at the time. The pro rata refund of premium (less the administration fee) is only available as long as:
  - the insured vehicle has not been the subject of a total loss claim (i.e. written-off or stolen and not recovered); and/or
  - cancellation is not due to any fraudulent act by **you** or anyone acting on **your** behalf.
- Please refer to Section 10 General Exceptions 6 – Fraud, Misrepresentation with regard to **our** cancellation policy involving fraudulent acts.
- **We** also reserve the right to retain all premium paid for the current period of insurance in the event that a claim has been made against the policy during this period until such time as we recover any monies paid out by **us**.

## Use of Your Data

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Information relating to **your** insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing.
- Continuous Insurance Enforcement.
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders).
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID, **you** are at risk of having **your** vehicle seized by the Police.

**You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

### The laws that apply to this contract

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

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

Yoga Insurance Services Limited ('Yoga Insurance Services') is authorised and regulated by the Financial Conduct Authority.



## Data Protection

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

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

If **you** require a copy of the Data Protection Notice or if **you** have any questions about how **Yoga** handle and process **your** data, please visit [www.yoga-insure.co.uk](http://www.yoga-insure.co.uk). Alternatively **you** can contact **Yoga Insurance Services'** Data Protection Officer at [DPO@yoga-insure.co.uk](mailto:DPO@yoga-insure.co.uk) or write to **Yoga Insurance Services** at Data Protection Officer, Yoga Insurance Services Limited, First Point, Balby Carr Bank, Doncaster, DN4 5JQ.

## What If You Have A Complaint?

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

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

### Step 1:

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

- If **you** would like to lodge a complaint regarding the selling of an insurance policy, the first step is to contact **Yoga Insurance Services Limited**: Live Chat available at [www.yoga-insure.co.uk](http://www.yoga-insure.co.uk)
- If **you** would like to lodge a complaint regarding the handling of a claim, the first step is to contact **One Call Claims** on: **01302 552316**, if **your Insurer** dealt with **your** claim then contact them. Their contact details can be found on **your schedule**.
- If **you** would like to complain in relation to the terms and conditions of the policy cover, the first step is to contact **Yoga Insurance Services Limited**: Live Chat available at [www.yoga-insure.co.uk](http://www.yoga-insure.co.uk). **Yoga**, if required, will then pass **your** complaint over to **your insurer** on **your** behalf.

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

Product Complaints	Terms and Conditions Complaints	Claims Complaints
The Complaints Handling Manager Yoga Insurance Services Limited First Point Balby Carr Bank Doncaster DN4 5JQ	The Complaints Handling Manager Yoga Insurance Services Limited First Point Balby Carr Bank Doncaster DN4 5JQ	The Complaints Handling Manager One Call Claims Unit 1 Carolina Court Doncaster DN4 5RA

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

### Step 2:

**You** have the right to refer **your** complaint to an approved dispute resolution facility run by the Financial Ombudsman Service (FOS), either on receipt of **Yoga's** final resolution or 8 weeks from the date **you** informed **Yoga** of **your** dissatisfaction.

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

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

Stacked full  
of benefits

## Financial Services Compensation Scheme

If **Yoga** or **your insurer** cannot meet their liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third party motor insurance, are covered in full.

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

**You** can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling: **020 7741 4100**

# Notes

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Be at one with  
**your** insurance



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[www.yoga-insure.co.uk](http://www.yoga-insure.co.uk)