

LAKA

**RECOVERY
POLICY**

Policy Wording

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1 YOUR INSURER

Your Laka recovery insurance is arranged by Laka Limited and underwritten exclusively by Zurich Insurance plc.

Laka Limited is authorised and regulated by the Financial Conduct Authority.

We will provide clear and objective information about the insurance Laka arranges, however we will not provide advice.

Zurich Insurance

A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Our FCA Firm Reference Number is 203093.

2 IMPORTANT INFORMATION

It is important that you check your policy schedule to ensure that the information that you have provided to us is accurate. If this is not the case, please contact us as soon as possible.

Please take the time to read the contents of this policy to ensure that you understand the cover we are providing you and that you comply with our terms and conditions.

3 CONTACTING LAKA

You can contact us at any time through email and from within the platform through web chat.

You can reach our platform at <https://app.laka.co.uk>.

Our support team may also be reached at support@laka.co.uk or via web chat on our platform and laka.co.uk.

In case you need to post documents to us please use the following address: [Laka Limited, 20 St Thomas St, London SE1 9RS](#)

4 DEFINITIONS

Accident

A sudden, unforeseen and identifiable occurrence. All occurrences or series of occurrences arising from or attributable to one source or original cause will be regarded as a single occurrence

Bodily injury

A bodily injury caused by an accident to the upper body, lower body or head (including dental injury or optical injury)

Concussion

Concussion as diagnosed by a medical practitioner

Community

The Laka members with whom you are pooled

Dental Injury

Injury to gums or loss of or damage to natural teeth or implants, as diagnosed or evidenced by a medical practitioner

Fracture

A break in a bone as diagnosed by a medical practitioner.

Geographical limits

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In the UK, Channel Islands or Isle of Man.

Worldwide, cover is provided for up to 120 consecutive days

Head

From the neck up

Health consultation

An assessment carried out by a medical practitioner

Laka recovery benefit(s)

The range of recovery and convenience benefits that can be found here that you can choose from in exchange for Laka recovery credits following a valid claim for bodily injury

Laka recovery credits

The amounts shown in your policy schedule that you will be credited if you suffer a bodily injury. Laka recovery credits can be exchanged for the Laka recovery benefits that can be found here.

Lower body

From the hips down

Medical practitioner

A registered practising member of the medical profession who is not related to you. This includes an Ophthalmologist or dentist as appropriate taking into account the nature of the bodily injury

Muscular injury

An acute musculoskeletal injury caused by an accident.

Optical injury

Injury, loss of or damage to an eye or eye(s) as diagnosed by a medical practitioner.

Period of insurance

The period between the From and To dates specified on your policy schedule when your policy is active

Personal cap / cap

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The maximum share you will have to pay in a month

Platform

The Laka platform can be accessed through: <https://app.laka.co.uk>

Policy schedule

The document issued by Laka Limited on behalf of Zurich Insurance plc which confirms your personal details (e.g. name and address), details of the period of insurance

Professional sports

Any sport in which you earn an appearance fee for participation or are paid a salary to participate

Road rash

Friction burn, skin abrasion, wound or contusion evidenced by a medical practitioner or by providing photographs if no other injuries are sustained at the same time.

Share

The payment / premium that you owe us for cover we provided for the period of insurance

Terrorism

Terrorism, (meaning an act, including but not limited to the use or planned use of force or violence and/or the threat of any person or group of persons, whether they are acting alone or on behalf of, or in connection with, any organisation, or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or the public, or to put any section of the public in fear).

Upper body

Above the hips and below the neck

We / us / our

The insurer and administrator named in the policy schedule

You / your / yourself

The person named on the policy schedule

5 THE LAKA RECOVERY INSURANCE

We take a different approach to insurance. This is not insurance as you know it – we won't charge you a fixed sum. Being part of Laka means committing to

take good care for the sake of the community. Think team first. We trust that you play fair and will do all you reasonably can to avoid claims. This benefits you and your fellow Laka members as we calculate your monthly share based on the community's claims. The less the community claims, the less everyone pays.

5.1 How it works

Every month we will charge you your share of the cost of claims submitted for the previous month.

Whatever happens, the amount you pay as your share will never be more than your personal cap shown in your policy schedule.

80% of your share will go directly towards the cost of the community's claims. Part of the remaining 20% is Laka's remuneration that goes towards keeping our wheels spinning, the other part is shared with Zurich.

That means Laka makes money when the community's claims are settled and is intended to align our interest with yours.

Laka is a team that looks out for each other, if you and your fellow Laka members take good care and there are fewer claims, you will directly benefit by paying less. If the community has no claims, we will not charge you anything that month. It pays to be part of the community.

We will send you a monthly overview which explains how we calculated your share.

5.2 Renewal of your policy

This is a monthly policy which renews automatically on the 1st of every month until it is cancelled.

5.3 Cancellation of your policy

You may cancel your cover within 14 days of first taking out this policy unless you

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have already made a claim, in which case you will be required to pay your share for the month.

After that period, you may cancel the policy at any time but you will be liable to pay your share for the whole of the month in which you cancel.

We may cancel this policy if you have withdrawn your payment details and no other method of payment is filed. We will attempt to verify with you that this was intentional.

We may cancel this policy by giving you 14 days' notice in writing where we have a valid reason. A valid reason includes, but is not limited to non-payment of your share or not complying with the conditions of cover. We will cancel the policy immediately if we have evidence of fraud or serious non-disclosure and backdate that cancellation to the relevant date.

5.4 Your payment

We attempt to collect your payment on the 3rd business day of the calendar month after the period of insurance. We pre-authorise your payment on the last day of the period of insurance in which you are covered.

If we cannot collect your share successfully, your cover will be paused retroactively to the last day of the previous month and you will not be able to submit a claim. We will attempt to get in touch with you to continue your cover. If the payment succeeds before the 7th business day of the new month we will reactivate your cover retrospectively. If not we reserve the right to cancel your insurance.

After 30 days of not paying your share, we reserve the right to report the unfulfilled payment to a credit referencing agency of our choice.

6 YOUR COVER

6.1 Who is covered

We cover you, the Laka member named in the policy schedule.

6.2 When you will be covered

You will be covered 24hrs a day within the geographical limit during the period of insurance.

6.3 What we will cover

6.2.1 Health

If you suffer a bodily injury during the period of insurance we will cover the cost of a consultation with a medical practitioner

We will cover the cost of any treatment deemed necessary for your recovery from a bodily injury by a medical practitioner up to the limit shown in your policy schedule.

6.3.2 Recovery

If you suffer a bodily injury during the period of insurance we will credit you the number of Laka recovery credits shown in your policy schedule, should you suffer any of the following bodily injuries to your upper body, lower body or head during the period of insurance;

- Dental injury Category A
- Optical injury Category A
- Fracture Category A
- Muscular injury Category A
- Concussion Category B
- Road rash Category C

Only one category A benefit can be claimed for bodily injury to each of:

- The head
- Upper body
- Lower body

Only one category “A” and one category “B” injury can be claimed for from each of head, upper body and lower body following a single accident. Only one category “C” accident following a single accident.

6.4 What we will not cover

To protect the community from high share payments we have to exclude the following from this policy;

- Any accident occurring outside the geographical limits
- Any accident occurring outside of the period of insurance
- Any accident occurring whilst you are engaging in
 - Professional sports
 - Occupational activities as a professional entertainer, commercial ships crew, aircrew or cabin crew or as an underground miner.
 - Operational activities as a member of the armed forces.
- Self harm or any deliberate act which puts you at risk of bodily injury, unless you

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- are trying to save human life or your life is in danger.
- Dental injury caused by food or drink (including any foreign body in it) while being consumed
- Any act of fraud or dishonesty by you or anyone acting on your behalf
- War or hostilities, civil unrest or any similar event.
- Terrorism, nuclear, chemical or biological attack.
- Your unlawful actions
- Fracture(s) occurring after you have been diagnosed with osteoporosis

We will also not pay;

more than our proportionate share of the cost of a health consultation or treatment where you have another insurance policy in place that would also cover these costs. If you have another policy in place that would cover these costs, you can claim under this policy and we would settle any valid claim in full before recovering a proportionate share of the cost of the claim from the other insurer(s). This will help to reduce the cost of the Laka community's monthly share.

Any costs incurred later than 52 weeks from the date the bodily injury occurred.

7 POLICY CONDITIONS

7.1 Medical information

You must provide us with evidence to substantiate your claim and give us permission to access data necessary for us to validate it.

7.2 Fraud

If you or anyone acting on your behalf have intentionally conceals or misrepresents any information or circumstance that you have a responsibility to tell us about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:

- void the policy in the event of any fraud which occurred during the onboarding process, which means we will treat the policy as if it had never existed;
- terminate the policy with effect from the date of any fraud which occurred during the period of insurance;

and in either case, we will:

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- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud; seek to recover any money from you for any claim we have already paid which is later established as invalid, including the amount of any costs or expenses we have incurred;
- inform the police, other financial services organisations and anti-fraud databases, as appropriate

7.3 Sanctions

We will not be held liable to provide cover or make any payments or provide any service or benefit to any insured person or other party to the extent that such cover, payment, service, benefit and/or business or activity of the insured person would violate any applicable trade or economic sanctions law or regulation.

7.4 You must be a UK resident and at least 18 years old

7.5 You must take reasonable care to prevent accidents or losses, this might include wearing appropriate protective equipment and following any relevant rules, regulations or instructions

7.6 You must notify us within 28 days of an accident occurring

7.7 This policy is governed by English law and any disputes will only be dealt with in the courts of England or other relevant country within the United Kingdom.

7.8 In the event of your death any unused recovery credits will be withdrawn and are not transferable to any other party.

8 HOW YOU CLAIM

If you have suffered a bodily injury, please file a claim through our platform

<https://app.laka.co.uk>

You will need to have a health consultation to assess the bodily injury you have suffered. You will need to provide us with evidence of your diagnosis by a medical practitioner.

9 WHAT HAPPENS IF

WE CAN'T MEET OUR OBLIGATIONS

Zurich is covered by the Financial Services Compensation Scheme (FSCS) which may provide compensation where an insurer is unable to meet its obligations. You can get more information about compensation scheme arrangements from the FSCS or by going to www.fscs.org.uk.

10 HOW WE PROCESS AND PROTECT YOUR DATA

This section gives you a summary of how Laka will deal with your personal information. More information about this can be found here: <https://laka.co.uk/policies/privacy-policy>

Note that we will also provide Zurich with your personal data for the purposes of underwriting the insurance provided and to support the handling of claims. More information about Zurich's handling of your personal data can be found here: www.zurich.co.uk/dataprotection

We collect and process personal information about you in order to provide you with quotations or a contract of insurance, or to meet our legal or regulatory obligations, or for the legitimate interests of providing you with our products and services.

Please note that we may have to provide such information to third parties and / or send information for processing to other companies which may or may not be located within the European Economic Area. At all times we will do our best to treat your information with respect and confidentiality and that safeguarding is in line with the requirements of European data protection laws.

We may seek your permission to obtain personal data from Social Media platforms as part of the on-boarding journey (Strava / Facebook login) and subsequently. We may further enrich your profile with additional data that is publicly available or, with your explicit permission, access more detailed information on alternative platforms (Instagram, Twitter etc)

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We will hold your personal data for as long as necessary but you have the right to ask for a copy of the information we hold about you, to request that we correct your information if it is inaccurate and to ask us to delete or transfer your personal data. If you want to know more about how we use personal information or have any data protection questions, please contact the Data

Protection Officer, Laka Limited, 20 St Thomas St, London SE1 9RS.

11 HOW WE HANDLE YOUR COMPLAINTS

We will do our best to deal with you fairly and to your satisfaction. If you have any concern or complaint about this policy, the settlement of a claim or our treatment of you, please contact us via web chat on the Laka platform or email us at support@laka.co.uk

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible.

If your complaint cannot be resolved within 3 working days, we will pass it to the policy underwriters, Zurich Insurance, who will review and respond, keeping you informed of progress as needed.

12 NEXT STEPS IF YOU ARE STILL UNHAPPY

If you are not happy with the outcome of your complaint you can ask the Financial Ombudsman Service to review your case. You will need to contact them within 6 months of the date of the decision Laka or Zurich has provided. The service they provide is free and impartial. They can be contacted as follows:

Website

<http://www.financial-ombudsman.org.uk>

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Telephone

08000 234567 (free phone, mobile and landline)

Email

complaint.info@financial-ombudsman.org.uk

Post

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.