

**LAKA**

**PUBLIC  
LIABILITY  
INSURANCE**

Policy Wording (UK-L2021.11)

# TABLE OF CONTENTS

INTRODUCTION .....	1
HOW TO CONTACT THE ADMINISTRATOR .....	2
I. DEFINITIONS .....	3
II. WHAT IS COVERED? .....	5
III. WHAT IS NOT COVERED: EXCLUSIONS.....	6
IV. CLAIMS CONDITIONS.....	9
V. GENERAL CONDITIONS .....	11
VI. HOW TO COMPLAIN.....	13
VII. FINANCIAL SERVICES COMPENSATION SCHEME .....	14
VIII. HOW WE PROCESS YOUR DATA?.....	14

# INTRODUCTION

As a **Member** of Laka, **You** receive the Laka **Member** Public Liability Insurance. This document, along with **Your Certificate of Cover**, set out the cover provided to **You** in accordance with the **Master Policy**. This cover is part of a **Master Policy** and the scheme is administered by the **Administrator**.

In return for the **Premium** paid to **Us** by the **Master Policyholder**, **We** will provide **You** the cover outlined in this **Policy**.

This **Policy** is a contract between the **Insurer** and **You**.

This Public Liability Insurance is designed to cover **You** for all sums **You** become legally liable to pay as **Damages** in respect of **Accidental Bodily Injury** or **Accidental Damage to Property of Third Parties**, while **You** are using a **Bicycle** for **Private use**, up to the **Limit of Indemnity**.

There is also an Insurance Product Information Document (IPID) that summarises the key information for **You**.

It is important that **You** know what **You** are and are not covered for and what **You** should do if **You** need to make a **Claim**, so please carefully read through these documents. Please keep the documents in a safe place where **You** can find them, should **You** need to refer to them in the future.

If this **Policy** does not meet **Your** requirements, if there are any inaccuracies or if **Your** requirements change,

**You** should contact the **Administrator** at **Your** earliest opportunity.

This **Policy** is arranged by Laka Limited, an independent intermediary registered in England and Wales under Company Number 10575209. Authorised and regulated by the Financial Conduct Authority.

This **Policy** is underwritten by Wakam. Wakam is a limited company registered with the Paris Trade and Companies Register (Registre du Commerce et des Sociétés) under number 562 117 085, having its registered office address at 120-122 Rue Réaumur, 75002 Paris, France. Authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorization are available on the Financial Conduct Authority's website.

Words appearing in **bold** (other than in section headings) are defined in the "Definitions" section of this document and shall have the same meaning wherever they appear.

## HOW TO CONTACT THE ADMINISTRATOR

This **Policy** is managed by the **Administrator** who will be there to help **You** throughout the lifetime of this **Policy**, answer any questions **You** might have about this **Policy** and deal with **Your Claim**.

If **You** have any disabilities that make communication difficult, please tell the **Administrator** who will be pleased to help.

If **You** wish to discuss this **Policy**, make a **Claim** or discuss an ongoing **Claim**, **You** can contact the **Administrator**, the contact details are below:

**You** can contact Laka by logging into **Your** account via <https://laka.co/gb/> any time or via via email at [support@laka.com](mailto:support@laka.com).

## I. DEFINITIONS

<b>Accidental Bodily Injury</b>	Death, bodily injury, illness or disease of a <b>Third Party</b> which is caused by <b>You</b> and solely and independently of any other cause and occurs as the result of <b>Your Private Use</b> of a <b>Bicycle</b> during the <b>Period of Insurance</b> .
<b>Accidental Damage to Property</b>	Physical loss, destruction or damage to tangible property belonging to a <b>Third Party</b> that is caused by a sudden, unforeseen and unexpected event as the result of <b>Your Private Use</b> of a <b>Bicycle</b> during the <b>Period of Insurance</b> .
<b>Administrator</b>	Laka Limited.
<b>Bicycle</b>	Any bicycle, adult tricycle, tandem or cargo bike which is <b>Your</b> own property or which <b>You</b> control or have custody of. The bicycle must be ridden only by human pedal power or electric battery and must not be powered in such a way that it requires motor liability insurance. This includes electric bicycles that meet the relevant UK rules for 'electrically assisted pedal cycles' (EAPC's) meaning electric assistance can only be provided to a maximum of 25 km/h (15.5 mph). The motor used must be of no more than 250 Watts (maximum continuous rated power).
<b>Certificate of Cover</b>	The document titled 'Insured Member Certificate of Cover' which confirms <b>Your</b> cover under the <b>Master Policy</b> and sets out the specific terms of <b>Your</b> cover.
<b>Claim</b>	A claim notified by <b>You</b> to <b>Us</b> / the <b>Administrator</b> in accordance with this <b>Policy</b> . All claims which arise from the same original cause, a single source will be regarded as one claim.
<b>Compensation</b>	<b>Damages</b> awarded to claimants, including interest which may be awarded upon damages or incurred upon a judgment debt and claimants' costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated or exemplary damages.
<b>Contractual Liability</b>	Legal liability assumed by <b>You</b> under the express or intended terms of any contract or agreement that restricts <b>Your</b> right of recovery, or increases <b>Your</b> liability at law beyond that applicable in the absence of those terms.
<b>Damages</b>	A monetary award payable to a claimant as <b>Compensation</b> for loss or injury, including interest which may be awarded on such monetary award and claimant's costs, but not including fines, penalties, criminal sanctions of any description, punitive, liquidated or exemplary damages.

<b>Defence Costs</b>	Costs and expenses incurred with <b>Our</b> prior written agreement to investigate, settle, or defend a <b>Claim</b> against <b>You</b> .
<b>Excess</b>	The amount for which <b>You</b> are responsible in the event of a <b>Claim</b> , stated in <b>Your Certificate of Cover</b> .
<b>Indemnity / Indemnify / Indemnified / Indemnifiable</b>	Means the principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the applicable policy limits and <b>Excess</b> .
<b>Limit of Indemnity</b>	The maximum amount <b>We</b> will pay in the event of a valid <b>Claim</b> as set out in <b>Your Certificate of Cover</b> .
<b>Master Policy</b>	The <b>Master Policy</b> under which this <b>Policy</b> has been issued, with <b>Master Policy</b> number specified on <b>Your Certificate of Cover</b> .
<b>Master Policyholder</b>	Laka Limited
<b>Member</b>	Any Member of the <b>Master Policyholder</b> who is between the ages of 16–80 years old and who has paid their membership fee to the <b>Master Policyholder</b> and met any other requirements of membership as defined by the <b>Master Policyholder</b> .
<b>Occurrence</b>	An event which results in <b>Accidental Bodily Injury</b> or <b>Accidental Damage to Property</b> neither expected nor intended from <b>Your</b> standpoint.
<b>Period of Insurance</b>	The period when this <b>Policy</b> is in force beginning from the effective date and hour and terminating at midnight on the expiry date as shown on the <b>Certificate of Cover</b> .
<b>Policy</b>	<b>Your</b> insurance contract which is made up of this policy wording and the <b>Certificate of Cover</b> .
<b>Pollution</b>	Means: <ul style="list-style-type: none"> <li>- pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and</li> <li>- all loss, damage or injury directly or indirectly caused by such pollution or contamination</li> </ul>
<b>Private Use</b>	The use of a <b>Bicycle</b> for private journeys, outward and return journeys from home to work.

<b>Territory</b>	The territorial limits of cover as stated on <b>Your Certificate of Cover</b> .
<b>Third Party</b>	Any person other than <b>You</b> .
<b>War</b>	Means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power. War or war-like activities include any and all acts to participate in, or provide support to, active participants of hostilities.
<b>We / Us / Insurer</b>	Wakam, a French public limited company registered in the Trade and Companies Register of Paris under number 562 117 085, whose registered office is at 120-122 Rue Reaumur, 75083 Paris, France.
<b>You / Your / Insured</b>	The individual <b>Member</b> named on the <b>Certificate of Cover</b> , who is covered under this <b>Policy</b> .

## II. WHAT IS COVERED?

### Section A. Public Liability

**We** will pay all sums **You** become legally liable to pay in **Damages** or **Compensation** to a **Third Party** arising from any **Claim** made against **You** for:

- **Accidental Bodily Injury**, and/or
- **Accidental Damage to Property**,

that occurs during the **Period of Insurance**, within the **Territory**, and results directly from and in the course of the **Private Use** or ownership of a **Bicycle**, up to the **Limit of Indemnity**.

### Section B. Legal Defence Costs

With **Our** prior written consent, **We** will pay up to the **Limit of Indemnity** for **Defence Costs**, incurred in the defence of any dispute or legal proceedings brought against **You** in relation to any **Claim** arising from the **Private Use** or ownership of a **Bicycle** during the **Period of Insurance**.

**You** have the right to choose a lawyer or any other person having the qualifications required by the law applicable to the proceedings to defend or serve **Your** interests. In any case, **You** must obtain **Our** prior consent to legal representation.

### Section C. Limit of Indemnity

**Our** liability in respect of any one **Claim** will not exceed the applicable **Limit of Indemnity** specified in the **Certificate of Cover**.

### III. WHAT IS NOT COVERED: EXCLUSIONS

The following exclusions are applicable in respect of the whole **Policy**.

We will not cover:

#### 1. Any liabilities other than Public Liability as defined in Section A above, such as:

##### **Employers Liability:**

Any legal liability arising from bodily injury to any employee that results from their employment by **You**, or a breach of any obligation **You** owe as an employer to any employee.

##### **Product Liability, Product Defects or Product Recall**

Any legal liability arising from or caused by any product initially sold or supplied by **You**. This includes any defects or the unsuitability of or the nature or condition of any product or any contract executed by **You** for its intended purpose and the costs of recall, removal, repair alteration, replacement or reinstatement of any product.

##### **Motor Liability (for any mechanically propelled vehicle or mobile plant)**

Any legal liability arising from **Your** ownership or possession, or use by **You** or on **Your** behalf, of any mechanically propelled vehicle subject to the Road Traffic Act 1988, mobile plant, watercraft or aircraft.

##### **Professional indemnity liability or defective workmanship**

Any legal liability arising from all of or part of work undertaken, given or supplied for a fee (or where a fee would normally be charged) as advice, instruction, consultancy, design, formula, specification, inspection, certification or testing.

#### 2. Deliberate or reckless acts

Any legal liability for any act, breach, omission or infringement **You** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to a **Third Party** even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

#### 3. Known circumstances

Any **Accidental Bodily Injury** or **Accidental Damage to Property** that is a change, continuation or resumption of any **Accidental Bodily Injury** or any **Accidental Damage to Property** deemed known to have occurred before the beginning of the **Period of insurance**.

#### 4. Any damage suffered by You

- Bodily injury suffered by **You**; and

- loss or damage to property which belongs to **You** or is in **Your** care, custody or control.

## **5. Professional races**

Any liability involving the use of the **Bicycle** for sporting, racing or off-road purposes or pursuits in which **You** earn an appearance fee for participation or are paid a salary to participate.

## **6. Commercial Use**

Any liability arising out of **Your** use of a **Bicycle** for business purposes.

## **7. Drugs or alcohol**

**Your** legal liability arising from an **Occurrence** if **You** are proven to be riding **Your Bicycle** under the influence of drugs (other than drugs prescribed by a registered doctor) or alcohol exceeding the level permitted by the applicable local regulations.

## **8. Pollution, contamination and environmental clean-up costs**

**Your** legal liability for loss, damage or bodily injury, directly or indirectly caused by **Pollution** or any clean-up costs including:

- testing for or monitoring of **Pollution**, or
- the costs of remediation of **Pollution**.

## **9. Asbestos**

**Your** legal liability arising from the manufacturing, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of, or exposure to asbestos or materials containing asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

## **10. Contractual liability and non-compensatory payments**

**Your Contractual Liability** for liquidated damages or any fines and penalties, punitive or exemplary damages or awards of compensation imposed by a court and more generally aggravated, exemplary, vindictive or punitive damages awarded by any Court of Law.

## **11. Airside exclusion**

Any legal liability arising in connection with **Your Private Use** or **Commercial Use** in or on

- aircraft or watercraft; and/or
- airport or aerodrome runways, manoeuvring areas or aprons, or those parts of airports or aerodromes to which aircraft ordinarily have access.

## **12. Communicable disease**

Any legal liability arising from any disease, known or unknown, which can be transmitted by means of any substance or agent from one organism to another where: (a) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or

not; and (b) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas; and (c) the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

### **13. War risks and terrorism**

Any loss or damage directly or indirectly caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation nationalisation or requisition or seizure or destruction of or damage to property by or under the order of any government or public authority.

Any loss or damage directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **14. Radioactive contaminations and sonic bangs**

Any loss damage, expense, fees or costs of any kind whatsoever caused directly or indirectly by a nuclear reaction, nuclear radiation, nuclear material, nuclear waste, nuclear reaction, radioactive contamination, or pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **15. Offshore work or travel**

Any legal liability arising in connection with working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

### **16. Defence costs**

**We** will not pay any defence costs:

- where a **Claim** is brought against **You** in a court of law outside the **Territory**, and/or
- where action for damages is brought in a court within the **Territory** to enforce a foreign judgment or a settlement either in whole or in part.

### **17. Excess**

The **Excess** amount(s) set out in **Your Certificate of Cover**.

## IV. CLAIMS CONDITIONS

**You** must comply with the following conditions to have the full coverage of **Your Policy**. Non-compliance with these conditions will mean that **We** will not **Indemnify You** for a **Claim**.

However, **You** will be covered and **We** will pay **Your Claim** if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

In the event of an **Occurrence**, **You** must as soon as reasonably practicable take at **Your** own expense all reasonable steps, to prevent further **Accidental Bodily Injury** or **Accidental Damage to Property** from arising out of the same **Occurrence**. Such expense will not be recoverable under this **Policy**.

If **You** are unsure about this condition or whether **You** need to notify **Us** about any matter, please contact **Us**.

### 1. Claims notification

**You** must

- as soon as practical and ideally within 48 hours after **You** become aware of an **Occurrence**, give notice thereof under this **Policy** to the **Administrator** via <https://laka.co/gb/> any time or via email at [support@laka.com](mailto:support@laka.com)
- give all the information requested by the **Administrator** or **Us**;
- send to **Us** immediately on receipt every letter, writ, summons or other documents served upon **You**;
- tell the **Administrator** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential **Claim** under this **Policy**.

### 2. Claims procedure

**You** must

- take, or allow **Us** or others acting on **Our** behalf (such as loss adjusters) to take, practical steps to prevent further loss or damage, and otherwise minimise the **Claim**;
- at **Your** expense, provide full details in writing of any injury, loss or damage and any further information or declaration reasonably required;
- provide any assistance to enable **Us** to settle or defend a **Claim**;
- provide **Us** with details of any of **Your** relevant other insurances;
- not accept, negotiate, pay, settle, admit or repudiate any **Claim** without **Our** prior written consent;
- allow **Us** complete control of any proceedings and settlement of the **Claim**.

### 3. Claims series clause

For the purpose of this **Policy**, where a series of and/or several instances of **Accidental Bodily Injury** and/or **Accidental Damage to Property** are attributable directly or indirectly to the same cause, all such instances of **Accidental Bodily Injury** and/or **Accidental**

**Damage to Property** shall be added together and shall be treated as one **Claim** and such **Claim** shall be deemed to have been made at the point in time when the first of the Claims was made in writing.

There will be no cover for any **Claim** arising from one **Occurrence**, which are made later than three (3) years after the first **Claim** of the series.

#### **4. Control of Defence**

**We** have the right, but not the obligation, to take control of and conduct in **Your** name, the investigation, settlement or defence of any **Claim**. If **We** think it is necessary, **We** will appoint an adjuster, solicitor or any other appropriate person to deal with the **Claim**. **We** may appoint **Your** own solicitor but on a similar-fee basis as **Our** solicitor and only for work done with **Our** prior written approval.

Proceedings will only be defended:

- if there is a reasonable prospect of success (assessed by **Us** to be more than 50%); and
- taking into account the commercial considerations of the costs of defence.

This means that an analysis of the chance of success of defending **Your** interests will be conducted.

#### **5. Claims co-operation**

**You** must use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this **Policy**, and must as soon as reasonably practicable give all information and assistance to **Us** as **We** may reasonably require to enable **Us** to investigate and to defend the **Claim** and/or to enable **Us** to determine **Our** liability under this **Policy**.

A solicitor retained by **You** to act on **Our** behalf in relation to any **Claim** will at all times be at liberty to disclose to **Us** any information obtained whether from **You** or elsewhere. **You** waive all claim to legal professional privilege between **You** and **Us** which **You** might otherwise have in respect of that information.

#### **6. Discharge of liability**

**We** may at any time pay to **You** in connection with any **Claim** or series of **Claims** the amount of the **Limit of Indemnity** (after deduction of sums already paid in respect of such **Claim** or **Claims** or other relevant **Claims**) or any lesser amount for which such **Claim** or **Claims** can be settled and upon such payment being made **We** relinquish the conduct and control of, and be under no further liability, in connection with such **Claim** or **Claims** other than the payment of costs and expenses incurred prior to the time of such payment.

#### **7. Excess**

In respect of each and every **Claim** against **You** the amount of the **Excess** will be borne by **You**. **We** will only be liable to **Indemnify You** for the amount above the **Excess** up to the amount of the applicable **Limit of Indemnity**.

## V. GENERAL CONDITIONS

### 1. Disclosure of the risk

**You** must take reasonable care not to make a misrepresentation to **Us**. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** subscribe for coverage under the **Master Policy**.

If **We** discover that **You** deliberately or recklessly provided the **Master Policyholder** or **Us** with false, inaccurate or misleading information, **We** may avoid this Policy (as if Your coverage never existed), and decline all **Claims**.

If **We** discover that **You** carelessly provided the **Master Policyholder** or **Us** with false, inaccurate or misleading information, and:

- (a) **We** would not have agreed to provide cover for **You** without the misrepresentation, **We** may treat **Your Policy** as if it never existed and refuse to pay all claims in respect thereof, and return the premium paid in respect of **Your** cover to the **Master Policyholder**; or
- (b) **We** would have agreed to provide cover for **You** but on different terms (excluding terms related to premium), **We** may treat this **Policy** as if it had been entered into on those different terms; or
- (c) **We** would have agreed to provide cover for **You**, but would have charged a higher premium, **We** may proportionately reduce the amount to be paid on a **Claim**; and

If either paragraph (b) or (c) applies, **We** may either (i) terminate **Your Policy** on reasonable notice to **You** or (ii) give notice to **You** and the **Master Policyholder** of the different terms which **We** intend to apply or the higher premium **We** would have charged. If **We** give such notice, **You** may terminate **Your Policy** on reasonable notice to **Us**. In the event of termination by **Us** or **You** in these circumstances, **We** will refund any premiums paid for **Your Policy** in respect of the unexpired balance of the **Period of Insurance**.

If **You** become aware that any information **You** have given is incomplete or inaccurate, please contact the **Administrator** as soon as possible.

### 2. Fraud condition

**You** and anyone acting for **You** must not act in a fraudulent way. If **You** or anyone acting for **You**:

- knowingly makes a fraudulent or exaggerated **Claim** under **Your Policy**;
- knowingly makes a false statement in support of a **Claim** (whether or not the **Claim** itself is genuine); or
- knowingly submit a false or forged document in support of a **Claim** (whether or not the **Claim** itself is genuine),

**We** will

- refuse to pay the **Claim**;
- declare the **Policy** void from the date of the fraudulent act without any refund of premiums.

**We** will not pay any benefit under this **Policy**. **We** may also take legal action against **You** and inform the appropriate authorities.

### **3. Sanctions**

Notwithstanding any other terms of this **Policy**, **We** will not provide cover and **We** will not make any payment or provide any service or benefit to **You** or any other party to the extent that the provision of such cover, payment, service or benefit would violate any applicable trade or economic sanctions imposed by law or regulation.

### **4. Other insurance conditions**

If other valid insurance with any other insurer is available to **You** covering a liability or loss also covered by this **Policy** (other than insurance that is specifically stated to be in **Excess** of this **Policy**) the insurance afforded by this **Policy** shall be the primary policy in relation to the use of a **Bicycle**. **We** will seek a proportional contribution to a **Claim** from any other policy covering the same risk but after **You** have been **Indemnified** by **Us**.

### **5. Alteration in risk**

**You** are required to notify **Us** as soon as reasonably practicable of all material facts or alterations in the risk which come to **Your** knowledge or arise during the **Period of insurance** and **We** reserve the right to amend the terms and conditions of the **Policy**. If **You** fail to give notice as soon as reasonably practicable, and until **We** are advised of such alteration and have expressly agreed in writing to the alteration, **We** shall not be liable in respect of any **Claim** due wholly or partially to any such alteration.

### **6. Contractual right of renewal (tacit)**

**We** will have the right (which **We** may choose not to exercise) to renew **Your Policy** at the end of each **Period of Insurance**.

**We** will not renew the **Policy** if **Your** cease to be a **Member**, **We** do not renew the **Master Policy** or if **You** instruct **Us** prior to the end of the **Period of insurance**.

### **7. Cancellation clause**

Cancellation by the **Master Policyholder**

The **Master Policyholder** can cancel **Your Policy** if **You** cease to be a **Member**.

Cancellation by **You**

**You** may cancel the **Policy** by ceasing **Your** membership with the **Master Policyholder**.

Cancellation by **Us**

Other than where **You** breach the fraud condition set out in section 2 above (in which case **We** may cancel this **Policy** immediately), **We** may cancel this **Policy** by giving **You** and the **Master Policyholder** thirty (30) days' notice in writing.

## 8. Termination of Membership

Termination of **Your** membership by the **Master Policyholder** for any cause will similarly terminate cover under this **Policy** from the same date.

## 9. Contracts (rights of third parties) Act 1999 clarification clause

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a **Third party** which exists or is available apart from that Act.

## 10. Subrogation (our rights)

In the event of a **Claim** arising under this **Policy**, **We** may choose to exercise **Our** subrogation rights meaning **We** will be entitled to undertake in **Your** name or on **Your** behalf:

- the defence or settlement of any **Claim** ;
- steps to enforce rights against any other party before or after payment is made by **Us**;

If **We** choose to use **Our** subrogation rights, **You** agree to provide all necessary assistance, information and documentation required to assist **Us** in securing such rights.

## 11. Applicable Law and Jurisdiction

This **Policy** and any dispute concerning or arising out of this **Policy** shall be governed by and construed in accordance with the laws of England and Wales. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and Wales and to comply with all requirements necessary to give such court jurisdiction.

# VI. HOW TO COMPLAIN

Every complaint must be addressed, in the first instance, to the **Administrator** via : <https://laka.co/gb/> any time or via email at [support@laka.co](mailto:support@laka.co)

If **Your** complaint relates to **Us**, or matters for which **We** are responsible, the **Administrator** will forward the complaint to **Us**.

**You** will receive a written confirmation of receipt of **Your** complaint within ten (10) working days. **You** will receive a final response to **Your** complaint, in writing, within eight (8) weeks of **Your** complaint. If **We** are unable to comply with this timeframe, **You** will be informed and advised when the final response will be provided.

If **You** are dissatisfied with the final response to **Your** complaint (or **You** have not received a final response within eight (8) weeks of **Your** complaint), **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

**You** will need to contact FOS within six (6) months of the date of the final response.

The contact details for the FOS are:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK) or

0300 123 9123 (calls to this number are charged at the same rate as O1 and O2 numbers on mobile phone tariffs in the UK).

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

**You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## VII. FINANCIAL SERVICES COMPENSATION SCHEME

**We** and the **Administrator** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet our obligations to **You** under this **Policy**. This depends on the type of business and the circumstances of the **Claim**. Further information is available from the FSCS at [www.fscs.org.uk/](http://www.fscs.org.uk/)

## VIII. HOW WE PROCESS YOUR DATA?

### WAKAM Privacy Notice

#### Processing of your personal data

In the context of the services and products that **We** and **Our** partners provide **You** with, **You** are required to communicate **Your** personal data, such as: Data relating to **Your** identity (last name, first name(s), postal address, telephone number, e-mail address...); Beneficiary data (insurance policy number, bank account number, payment card details, billing, payment history, etc.) ; Customer complaint data (complaint number, date and reason for loss, call history, loss details, policy reference number and supporting documents) ; Data about your device (brand, model, serial number, registration number, identification number, date of purchase, etc.) ; Sensitive personal data, such as health data.

**We** may not be able to provide **You** with specific products or services if **You** do not provide **Us** with certain data.

**Your** personal data is used for the following purposes: The management of **Your** contract and insurance policy, the execution of contract guarantees (including claims management), customer complaint and disputes management, such processing being necessary for the execution of **Your** contract; Risk control and monitoring, which enables **Us** to prevent fraudulent activities and ensure the recovery of sums due and is therefore necessary based on our legitimate interests; The elaboration of statistics and actuarial studies, which enables **Us** to improve the offers and services offered and is therefore necessary based on **our** legitimate interests; Preventing insurance fraud and money laundering in order to comply with **our** legal obligations.

This personal data will be kept for the duration strictly necessary for the provision of the service and the execution of the contract, in accordance with **Our** data retention policy, or in accordance with the applicable legal provisions.

### **Disclosure of your personal data**

**Your** personal data may be disclosed to the following third parties: To **Our** group companies such as **Our** parent company and its affiliated companies; To **Our** service providers and subcontractors, for the purposes of managing and executing the contract; To other insurance companies (intermediaries, reinsurers); To public authorities, in order to prevent or detect fraud or any other criminal activity and to meet **Our** legal and regulatory obligations.

### **International transfers of your personal data**

**We** may transfer **Your** personal data outside the European Union, particularly to countries that are not considered to provide a sufficient level of protection according to the European Commission. In order to ensure an adequate level of security, such transfers will be governed by the Standard Contractual Clauses established by the European Commission, or by other appropriate safeguards in accordance with the data protection regulations in force.

### **Your rights**

In accordance with the applicable data protection regulation, **You** can exercise **Your** rights such as the right of access, rectification, deletion, limitation, portability, opposition to the processing of **Your** personal data, as well as the right to give instructions regarding **Your** personal data posthumously. If **You** consider that the processing of **Your** personal data constitutes a violation of the applicable data protection regulations, **You** also have the right to file a complaint with the Commission Nationale de l'Informatique et des Libertés at the following address: CNIL – 3 Place de Fontenoy – TSA 80715 – 75334 PARIS CEDEX 07.

### **Contact us**

If **You** have any questions or queries regarding the use of **Your** personal data, or to exercise **Your** rights relating to such personal data, please contact **Our** Data Protection Officer at the following address:

Délégué à la Protection des Données  
WAKAM  
120-122 rue Réaumur  
75002 Paris, France  
Or by email to: [dpo@wakam.fr](mailto:dpo@wakam.fr)

### **LAKA Privacy Notice**

Laka Ltd takes **Your** data privacy seriously. Their data privacy policy sets out the type of personal data they collect, how they collect and use **Your** personal data, how long it's kept and who it's shared with. Full details can be found at <https://laka.co/gb/privacy-policy>

**You** have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority about data protection issues. They can be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113. Laka would, however, appreciate the chance to deal with **Your** concerns before **You** approach the ICO, so please contact **Us** in the first instance at <https://laka.co/gb/> or via via email at [support@laka.co](mailto:support@laka.co)