



## TAXI MOTOR INSURANCE

### Policy Wording

United Kingdom

June 2021

CLAIMS HELPLINE: 0808 169 9165



## YOUR POLICY DOCUMENT

Welcome to your **INSHUR** policy document. To know exactly what your insurance covers with **Us**, please make sure to read this document carefully. **You** should read it alongside any **Schedule**, **Endorsement** or **Certificate of Motor Insurance** **You**'ve received from **INSHUR**.

This insurance is written in English and any communications **We** send to **You** about it will be in English. The law of England and Wales will apply to this contract unless:

- **You** and **We** agree otherwise or
- At the start date of the contract **You** are a resident of (or in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply

## OUR AGREEMENT – YOUR INSURANCE

This policy document, **Certificate of Motor Insurance**, **Schedule**, any schedule of **Endorsements** form the contract of insurance between **You** (the insured) and **Us** (Great Lakes Insurance SE).

**You** should read all parts of the contract as one document. Please remember to read the contract carefully, including all terms, conditions and exceptions to ensure it meets your needs.

## ABOUT GREAT LAKES INSURANCE SE

**INSHUR** is a trading name of INSHUR UK Ltd which is Authorised and Regulated by the Financial Conduct Authority (FCA) under firm reference number 916800 to carry on insurance distribution activities. **INSHUR** is registered in England and Wales company number 10830222. Registered office at 7th Floor, 1 Minster Court, Mincing Lane, London, EC3R 7AA.

This Policy is underwritten by Great Lakes Insurance SE, UK Branch office in accordance with the authority granted to **INSHUR**. The authority is granted under the terms of a Sub Coverholder Binding Authority contract through a master binding arrangement managed by Munich Re Digital Partners Limited.

Munich Re Digital Partners Limited (10207490), which is registered at 10 Fenchurch Avenue, London, EC3M 5BN, is authorised and regulated by the Financial Conduct Authority to carry on insurance distribution activities under firm reference number: 804106.

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. 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.



# CONTENTS

<b>YOUR POLICY DOCUMENT</b>	<b>2</b>
<b>CONTENTS</b>	<b>3</b>
<b>DEFINITIONS</b>	<b>4</b>
<b>WHAT TO DO IF YOU NEED TO MAKE A CLAIM</b>	<b>6</b>
<b>COVER</b>	<b>8</b>
<b>SECTION 1 - LIABILITY TO OTHERS</b>	<b>9</b>
<b>SECTION 2 - LOSS OF OR DAMAGE TO YOUR VEHICLE</b>	<b>11</b>
<b>SECTION 3 - FOREIGN USE</b>	<b>18</b>
<b>SECTION 4 - LOSS OF KEYS AND LOCK REPLACEMENT</b>	<b>18</b>
<b>SECTION 5 - PUBLIC LIABILITY COVER</b>	<b>18</b>
<b>GENERAL</b>	<b>19</b>
<b>GENERAL EXCEPTIONS</b>	<b>21</b>
<b>GENERAL CONDITIONS</b>	<b>24</b>
<b>COMPLAINTS</b>	<b>28</b>
<b>IMPORTANT NOTICES AND INFORMATION</b>	<b>29</b>



## DEFINITIONS

The key words and terms that **We** use in this document:

- **Accessories** - parts added to **Your Vehicle** that do not affect its performance
- **Approved Repairer** - a motor vehicle repairer which is a member of **Our approved repairer** network and is authorised by **Us** to repair the **Insured Vehicle** after a valid claim under Section 2 of this insurance
- **Business** - Use for the carriage of goods for hire and reward, use for the carriage of passengers for hire and reward
- **Certificate of Motor Insurance** - a document which is legal evidence of your insurance and which forms part of this document, and which **You** must read with this document
- **Courtesy Car** - a Group A (small standard private car) vehicle loaned to **You** by **Our Approved Repairer** whilst the **Insured Vehicle** is being repaired after a valid claim under Section 2 of this insurance, subject to availability (Comprehensive & Comprehensive Plus cover only)  
 Note: A **Courtesy Car** is intended to keep **You** mobile. It is not necessarily a like for like replacement of **Your Vehicle** and can only be used for social domestic and pleasure use. All **Courtesy Cars** are subject to the driver meeting the terms and conditions of hire from the **Approved Repairer**
- **Endorsement** - a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the current schedule of endorsements
- **Excess** - a contribution by **You** towards a claim under this insurance, including but not limited to a young or inexperienced driver **Excess**, specified driver **Excess**, late reporting **Excess** or windscreen **Excess**
- **INSHUR** - refers to INSHUR UK Ltd, 2nd Floor, 1 Jubilee Street, Brighton, BN1 1GE, who arrange and manage this insurance. INSHUR UK Ltd is Authorised and Regulated by the Financial Conduct Authority under firm reference number 916800. This can be checked on the Financial Services Register at [www.register.fca.org.uk](http://www.register.fca.org.uk) or by calling them on 0800 111 6768.
- **Market Value** - the cost of replacing **Your Vehicle** with another one of the same make, model and specification and of similar age, mileage and condition at the time of an accident or loss
- **Period of Insurance** - the period of time covered by this insurance (as shown on the



**Schedule**) and any further period for which **We** accept your premium

- **Road** - any place which is a road for the purpose of any compulsory motor insurance law that operates in the **United Kingdom**
- **Road Traffic Act** - the Road Traffic Act 1988 or any subsequent Acts that may apply on occasion
- **Schedule** - the document showing the vehicle **We** are insuring and the cover which applies. To be read in conjunction with the schedule of **Endorsements**
- **Statement of Fact** - the document titled 'Statement of Fact' setting out relevant details disclosed by You, as to your details, the details of any other driver, vehicle details and insurance history
- **Trailer** - a trailer, semi-trailer or container used for carrying goods but which cannot be driven itself
- **United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands
- **We, Us, Our** - means the insurer underwriting this policy; Great Lakes Insurance SE, UK Branch. **We** may also refer to Broker Direct who handle claims on **Our** behalf as well as **INSHUR** who arrange and manage this insurance policy on **Our** behalf
- **You** - the person named as 'the insured' on the **Schedule**, or as 'the policyholder' on any **Certificate of Motor Insurance** or renewal notice applying to this insurance
- **Your Vehicle, Insured Vehicle** - any vehicle shown on the **Schedule** or described on the current **Certificate of Motor Insurance** (and under Section 1 only, an attached caravan or **Trailer**)



## WHAT TO DO IF YOU NEED TO MAKE A CLAIM

### CALL 0808 169 9165

Nobody likes having to make a claim. But by following these two simple steps **You** can make sure it goes smoothly:

- **You** must tell **Us** about any potential claim within 24 hours of it occurring, or **You** may have to pay an additional **Excess** of £500
- Take photographs of any damage to the vehicles involved
- Claims and windscreen helpline – 0808 169 9165
- Call this number if **You** need to report an accident, fire, theft or windscreen claim (if applicable)
- **We're** open 24 hours a day, 365 days a year. **Our** expert staff will take down the details, and help **You** get back on the **Road** as soon as possible
- If your claim is due to theft, attempted theft, malicious damage or vandalism, **You** should also notify the Police and obtain a crime reference number.

You can count on **Us** for all this:

- A market-leading customer experience
- A specialist team to handle your claim
- A network of approved suppliers to get **You** back on the **Road** quickly
- Fraud prevention to keep your premiums low
- Positive handling of third-party claims to keep costs down
- Sophisticated tools to help claims go smoothly

### Repairing Your Vehicle

If your insurance covers damage to **Your Vehicle**, **We** can talk **You** through the options for getting it repaired. **We'll** take care of everything:

- If **Your Vehicle** can't be driven **We** will arrange for roadside recovery
- **We'll** collect the vehicle from **You** and deliver it back to **You** after the repairs
- Repairs will be carried out by a garage in **Our Approved Repairer** network, provided that's the best option for **You**
- **You** will be provided with a **Courtesy Car**, subject to availability, to ensure **You** can keep mobile (Comprehensive & Comprehensive Plus cover only). The **Courtesy Car** can be used for social domestic and pleasure use only
- An expert claim handler will manage your claim for **You**
- If **You** choose to use a repair centre which is not in **Our** list of **Approved Repairers**, the above benefits may not be available. This may also result in additional costs to **Us**, in which case **You** will be liable for up to £500 of any cost of repairs in addition to the **Excess** **You** are obliged to pay under the **Schedule**.

**We** want to get **You** back on the **Road** as soon as possible.



## Keeping Your Vehicle safe

Please make sure **Your Vehicle** is locked and the keys are in a safe place.

Your insurance won't cover loss of or damage to **Your Vehicle** by theft or attempted theft, or if it's been taken by an unauthorised person if:

- It was left unlocked; or
- It was left with the keys (or any form of keyless entry / ignition control device) in or on it; or
- It was left with the windows, roof panel or the roof of a convertible vehicle open; or
- **You** have not taken reasonable precautions to protect it.

## If someone makes a claim against You

There are a few simple steps **You** can take to try to reduce the amount of any claim against **You**, and to protect yourself against fraudulent claims.

Make sure to take the other person's details, including:

- Their name, address and contact number
- The registration number and make and model of their vehicle
- Their insurer's name and policy number

Take photos of:

- Any damage to their vehicle
  - Any damage to **Your Vehicle**
- The scene of the accident, as long as it's safe to do so

Make a note of:

- Any injuries to anyone involved
- The number of passengers in the other vehicle
- The name, address and contact number of any witnesses
- The name and number of any police officer who attends the scene of the accident
- Any unusual behaviour from the other person and the direction they take when they leave the scene



## COVER

The insurance cover **You** have

Your **Schedule** shows **You** what cover **You** have. The different types of cover are listed below together with the sections of the policy that apply.

Section Name	Third Party Only	Comprehensive	Comprehensive & £5m Public Liability
Section 1 - Liability to others	✓	✓	✓
Section 2 - Loss of or damage to <b>Your Vehicle</b>	X	✓	✓
Accidental damage	X	✓	✓
Malicious damage	X	✓	✓
Fire	X	✓	✓
Flood	X	✓	✓
Theft	X	✓	✓
Vandalism	X	✓	✓
Windscreen	X	✓	✓
Section 3 - Foreign Use	✓	✓	✓
Section 4 - Loss of keys and replacing locks	X	✓	✓
Section 5 - Public Liability	X	X	✓

The General Terms, Conditions and Exceptions apply to all sections of the policy.





## SECTION 1 - LIABILITY TO OTHERS

### Driving Your Vehicle

**We** will provide insurance for any accident **You** have while **You** are driving, using or in charge of **Your Vehicle** or while **You** are loading or unloading it.

**We** will insure **You** for all amounts **You** may legally have to pay for causing death or injury to other people. The most **We** will pay for property damage is £20,000,000 for any claim or claims arising out of one incident.

**We** will pay up to £5,000,000 for any costs and expenses arising out of a claim or claims arising from one incident.

If there is a property-damage claim made against more than one person covered by this insurance, **We** will first deal with any claim made against **You**.

### Other people driving or using Your Vehicle

In the same way **You** are insured, **We** will also cover the following people.

Any person **You** allow to drive or use **Your Vehicle**, as long as this is allowed by your current **Certificate of Motor Insurance** and has not been excluded by an **Endorsement**, exception or condition.

Any passenger who has an accident while travelling in or getting into or out of the **Insured Vehicle**.

### Legal costs

In respect of any event which is covered under this Section, if **We** first agree in writing, **We** will arrange and pay your legal fees and expenses for defending legal proceedings, including appeals.

**We** will not provide this cover:

- Unless the proceedings relate to an actual or alleged act, failure to act or accident that happens during the **Period of Insurance** within the **United Kingdom** and in connection with your **Business**;
- Unless the proceedings relate to an actual or alleged act, failure to act or accident arising from **You**, or a person on your behalf using, or **You** having or owning, a motor vehicle or **Trailer** where compulsory insurance or security is required by the **Road Traffic Act**;
- For any proceedings which result from your deliberate act or failure to act; or
- Where cover is provided by any other policy.

### Emergency medical treatment

Where **We** must provide cover under the **Road Traffic Act**, **We** will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

This cover only applies in the **United Kingdom** and where **We** must provide it under the **Road Traffic Act**.



## EXCEPTIONS TO SECTION 1

This section of your insurance does not cover the following:

1. Anyone who can claim for the same loss from any other insurance;
2. Loss of or damage to property belonging to (or in the care of) anyone **We** insure and who is making a claim under this part of the insurance;
3. Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if **We** need to provide cover due to the requirements of relevant laws;
4. Any legal responsibility, unless **We** need to provide the minimum insurance required by the **Road Traffic Act**, for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event.

This exception:

- Relates to contamination or pollution caused directly or indirectly by any substance, liquid, vapour or gas leaking or being released; and
- Includes contamination or pollution of any building or other structure, water, land or the air.

**We** will not pay for claims arising directly or indirectly from contamination or pollution if it is caused by any substance, liquid, vapour or gas being deliberately released or leaks caused by the failure to maintain or repair **Your Vehicle**, or any part of it.



## SECTION 2 - LOSS OF OR DAMAGE TO YOUR VEHICLE

This cover only applies to **Your Vehicle**.

**We** will insure **Your Vehicle** against loss or damage (less any **Excess** that applies) caused by:

- Accidental or malicious damage, flood damage or vandalism;
- Fire, lightning, self-ignition and explosion; or
- Theft or attempted theft, or taking **Your Vehicle** away without your permission.

For a claim under this section **We** will, at **Our** absolute discretion, either:

- Pay for the damage to be repaired; or
- Pay an amount of cash to replace the lost or damaged item; or
- Replace the lost or damaged item.

The most **We** will pay will be either:

- The **United Kingdom** mainland **Market Value** of **Your Vehicle** as determined by **Us**, immediately before the loss, up to the value shown on your **Statement of Fact**; or
- The amount it would cost **Us** to repair **Your Vehicle** at **Our Approved Repairer** or as otherwise agreed by **Our** appointed engineer, whichever is less.

If **You** have a fault claim and the policy is cancelled, and you are paying for **Your** policy by premium finance, any monies owed to the credit company will need to be paid directly to **INSHUR**.

**We** will not pay the cost of any repair or replacement which improves **Your Vehicle** or **Accessories** to a better condition than they were in before the loss or damage. If this happens, **You** must make a contribution towards the cost of repair or replacement.

**We** will not pay the VAT element of any claim if **You** are registered for VAT.

### Excesses

If an **Excess** is shown on your **Schedule**, **You** have agreed to pay that amount for each incident of loss or damage.

If more than one vehicle is insured on your policy and they are involved in the same incident, the **Excess** shown on your **Schedule** will apply to each vehicle separately.

If **You** do not report an accident within 24 hours of it occurring, **You** will be liable for an additional **Excess** of £500.

If **You** choose to use a non-**Approved Repairer**, **You** will have to pay an additional **Excess** amount of up to £500. This is on top of any other **Excess** that **You** may have to pay.



## Windscreen damage (Comprehensive & Comprehensive Plus cover only)

You may claim for damage to **Your Vehicle's** windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen.

**Our** windscreen helpline number is 0808 169 9165.

This benefit does not apply to damaged sunroofs, panoramic roofs, roof panels, lights or reflectors whether glass or plastic. The following **Excesses** apply to a windscreen claim but there is no limit on the cost of the windscreen:

- If your windscreen is replaced by **Our Approved Repairer**, **You** must pay the first £100 of any claim
- If your windscreen is repaired by **Our Approved Repairer**, **You** must pay the first £25 of any claim
- If your windscreen is repaired or replaced by any other company, **You** must pay the first £150 of any claim
- If the only claim **You** make is for broken glass in **Your Vehicle's** windscreen or window, including bodywork scratched by the breakage, it will not affect your no claim bonus (up to 3 in the policy period)

## Extra **Excesses** for young drivers

If **Your Vehicle** is damaged while a young driver (including yourself) is driving, **You** will have to pay the first amount of any claim as shown below. This is on top of any other **Excess** that **You** may have to pay.

<b>Drivers</b>	<b>Amount</b>
Aged 21 to 25 years	£150
Aged 25 years or over who has not held, for 12 months or more, a full driving licence issued in the United Kingdom.	£150

This amount does not apply if the loss or damage is caused by fire or theft.

## Recovery and redelivery

After any claim under this section **We** will pay the cost of moving **Your Vehicle** from the place where the damage happened to the premises of the nearest **Approved Repairer** or a repairer/location of your choice as long as it is within a similar distance. **We** will also pay the cost of delivering **Your Vehicle** back to **You** in the **United Kingdom** after repair.

Do not try to move **Your Vehicle** yourself if this could increase the damage. If unnecessary damage is caused as a result of your attempts to move **Your Vehicle**, **We** will not pay any extra cost arising from that damage.

All arrangements for storage of a damaged vehicle must be agreed by **Us**. If **You** arrange storage without **Our** prior knowledge and consent **We** will not pay any extra cost arising from that arrangement where this is greater than the cost **We** negotiate with **Our Approved Repairer**.



## Repairs

If **Your Vehicle** is damaged in any way which is covered by this insurance, **You** should contact **Us** immediately. **We** can, if **You** wish, organise for **Our Approved Repairers** to repair **Your Vehicle**.

Where using **Our Approved Repairer** for the repair of **Your Vehicle** **Our Approved Repairer** will:

- Guarantee the repairs for a minimum of 5 years;
- Endeavour to use original equipment manufacturer (OEM) parts/equipment where feasible; and
- Subject to availability, supply **You** with a **Courtesy Car** for the duration of the vehicle repair.

If **Your Vehicle** cannot be driven safely, **You** should allow **Us** the opportunity of moving it to the premises of an **Approved Repairer** or a repairer of your choice if previously agreed by **Us**.

If repairs are completed without **Our** prior knowledge and consent this may affect the amount **We** pay in final settlement of your claim. In all circumstances, any party handling repairs to an **Insured Vehicle** should retain it for **Our** inspection: a fully cost estimate, all damaged parts and images of the damaged areas of the **Insured Vehicle**.

If **You** fail to provide all requested information, documentation and evidence of claim damage, **We** reserve the right not to pay for damages under this Section.

If **You** choose to not use **Our Approved Repairer**, **We** will not:

- Be responsible for any delays incurred by the repairer
- Provide a **Courtesy Car**
- Guarantee the repairs

If **You** choose to use a non-**Approved Repairer**, **You** will have to pay an additional **Excess** amount of up to £500. This is on top of any other **Excess** that **You** may have to pay.

**We** may arrange for **Your Vehicle** to go to a repairer **We** choose if **We** cannot reach an agreement with the repairer over costs.

It is not **Our** policy to use recycled or non-original parts and equipment when repairing **Your Vehicle**, although on occasion it may be necessary. If non-original parts are used, they will be guaranteed for at least the same length of time as the original manufacturer guarantees the equivalent parts.



### **Courtesy Car** (Comprehensive & Comprehensive Plus cover only)

If **You** make a claim under this section and **You** choose to use **Our Approved Repairers**, **You** will be provided with a **Courtesy Car**, subject to availability, for the duration of the repairs.

If **Your Vehicle** is classed as immobile (unable to be moved), **We** aim to provide **You** with a **Courtesy Car**, subject to availability, within 24 hours of the claim being reported.

The vehicle provided is intended to keep **You** mobile and will not necessarily be a like-for-like replacement of **Your Vehicle**. **You** will be provided with either a small, standard private car or small car-derived van. The **Courtesy Car** can only be used for social domestic and pleasure use only.

All **Courtesy Cars** are subject to availability and to the driver meeting the terms and conditions of hire from the **Approved Repairer**. If **Your Vehicle** is a total loss **You** will not be offered a **Courtesy Car**.

### Total loss

When deciding whether **Your Vehicle** is a total loss, **We** use the Association of British Insurers (ABI) Code of Practice for the Disposal of Motor Vehicle Salvage.

**We** alone will determine:

- When an **Insured Vehicle** is deemed a total loss;
- The **Market Value** of the **Insured Vehicle**; and where applicable
- Any salvage value of that **Insured Vehicle**.

In the event that **We** deem **Your Vehicle** a total loss, due to it being uneconomical to repair or subject to an unrecovered theft **We** will offer an amount in settlement of the claim. The insurance cover for that **Insured Vehicle** will end when **You** accept that offer.

**You** will not receive a refund of premium if your insurance ends due to the total loss of **Your Vehicle**.

If your insurance covers more than one vehicle, cover will remain in force for any vehicles that have not been declared a total loss.

If the **Insured Vehicle** is owned by someone else, **We** will discuss the valuation and payments directly with the vehicle owner rather than with **You**.

When **We** determine the value of the **Insured Vehicle**, **We** will take into account any discount on the manufacturer's recommended retail price received at the point of purchase.

**Our** offer will not exceed the amount shown on the **Statement of Fact**.

Once **We** have made a payment the **Insured Vehicle** becomes **Our** property unless **We** agree otherwise.



Vehicles subject to a finance agreement.

If the **Market Value We** place upon the **Insured Vehicle** is equal to or greater than the amount owed to the finance company: **We** will pay the finance company first and then settle the balance with the legal owner of the **Insured Vehicle**.

If the **Market Value** placed upon the **Insured Vehicle** is less than the amount owed to the finance company: **We** will pay the finance company the **Market Value** of the **Insured Vehicle**. **You** may be required by the finance company to pay them the balance, subject to the terms of your agreement with them.

Vehicles subject to a lease / hire agreement – No legal right to title.

If the **Market Value We** place upon the **Insured Vehicle** is greater than the amount owed to the lease / hire company, **We** will pay them only the amount of the outstanding finance, which will settle the claim in full.

If the **Market Value We** place upon the **Insured Vehicle** is less than the amount owed, the amount **We** pay to the lease / hire company will settle the claim, and **You** may be required by the lease / hire company to pay them the balance, subject to the terms of your agreement with them.

Vehicles subject to a lease / hire agreement – Legal right to title or proceeds of sale.

**We** will pay the lease / hire company the **Market Value** of the vehicle, which will settle the claim in full. Any transfer of legal title or distribution of the proceeds of the vehicle should be taken up directly with the lease / hire company in line with the specific terms of your agreement.

## Salvage

Where applicable, **Your Vehicle** will have a salvage category placed upon it, in line with the ABI Code of Practice.

Only vehicles deemed eligible to go back on the **Road** can be considered for retention. If retention is granted, the value of the salvage, as determined by **Us**, will be deducted from the settlement. At the point of payment the vehicle will become **Our** property unless **We** agree otherwise.

If **Your Vehicle** has been subject to an insurance write off (total loss), **You** must be able to evidence the vehicle has been restored to a roadworthy condition.

In the event of the **Insured Vehicle** being subject to another claim, **We** will require documentary evidence of repairs and other documentation as **We** may require, to evidence, and to satisfy **Us**, that the **Insured Vehicle** has been maintained in a roadworthy condition, otherwise the valuation will be affected.

If **We** ask, **You** must send **Us Your Vehicle** registration document (V5C), MOT certificate (if applicable), the purchase receipt for the vehicle, all keys and any other relevant documentation before **We** agree to settle the claim.



### Audio, visual, communication, guidance or tracking equipment

The cover provided by this policy includes loss of, or damage to, permanently fitted audio, visual, communication, guidance or tracking equipment that formed part of **Your Vehicle** when it was originally made.

**We** will pay up to £500 for any permanently fitted equipment that was not part of **Your Vehicle** when it was originally made.

Any claim for audio, visual, communication, guidance or tracking equipment is subject to the policy **Excess** shown on Your **Schedule**.

### When **Your Vehicle** is being serviced

The cover provided under this section will still apply when **Your Vehicle** is being serviced or repaired. While **Your Vehicle** is in the hands of the motor trade for a service or repair, **We** ignore any restrictions on driving or use (as shown on your **Certificate of Motor Insurance**).





## EXCEPTIONS TO SECTION 2

This section of your insurance does not cover the following:

1. The amount of any **Excess** shown on your **Schedule**.
2. Any amount as compensation for **You** not being able to use **Your Vehicle** (including the cost of hiring another vehicle).
3. Wear and tear.
4. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
5. **Your Vehicle's** value reduces, including loss of value as a result of damage, whether the damage is repaired or not.
6. Repairs or replacements which improve the condition of **Your Vehicle**.
7. Damage to tyres, unless caused by an accident to **Your Vehicle**.
8. Damage due to liquid freezing in the cooling system, unless **You** have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
9. Loss of or damage to **Accessories** unless they are permanently attached to **Your Vehicle**.
10. Any amount over the last-known list price of any part or accessory or the cost of fitting any part or accessory if the vehicle manufacturer or its agent cannot supply it from stock held in the **United Kingdom**. This exception does not apply where any applicable part or accessory is no longer commercially available from the vehicle manufacturer or their agents in the **United Kingdom**.
11. Loss of or damage to **Your Vehicle** as a result of deception.
12. Loss resulting from repossessing **Your Vehicle** and returning it to its rightful owner.
13. Loss of or damage to **Your Vehicle** by theft or attempted theft or an unauthorised person taking and driving it if:
  - It has been left unlocked; or
  - It has been left with the keys (or any form of keyless entry / ignition control device) in it or on it; or
  - It has been left with the windows, roof panel or the roof of a convertible vehicle open; or
  - **You** have not taken reasonable precautions to protect it.
14. Loss of or damage to **Your Vehicle** resulting from a member of your immediate family, or a person living in your home, taking **Your Vehicle** without your permission, unless that person is convicted of theft.
15. Loss of or damage to **Your Vehicle** caused by an inappropriate type or grade of fuel being used.
16. Loss of fuel.
17. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.
18. Loss or damage to a **Trailer** or property inside or attached to a **Trailer**.



## SECTION 3 - FOREIGN USE

**We** will provide the minimum insurance needed by the relevant law to allow **You** to use **Your Vehicle**:

- In any country which is a member of the European Union; and
- In any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

**We** will provide the minimum cover required when **You** visit any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein). There is no limit on the number of trips **You** make in any **Period of Insurance** but each trip must be for no more than 30 days.

This cover only applies:

- If **Your** visit to these countries is temporary and **Your** permanent home is in the **United Kingdom**; and
- For social, domestic and pleasure purposes. **You** are not insured to take a customer/paying passenger to a location outside of the **United Kingdom**
- If **You** are in possession of a Green Card which **You** must request from **Us** 2 weeks before your planned travel to the countries mentioned above.

## SECTION 4 - LOSS OF KEYS AND LOCK REPLACEMENT

**We** will pay up to £400 if the keys for **Your Vehicle** are lost or stolen and have not been recovered. **We** will pay the cost of replacing the entry key and transponders, ignition and steering locks that can be opened or operated with the lost items. This applies as long as **You** let the police know about the loss as soon as it is discovered.

**You** will not have to pay an **Excess** for any claim under this section and it will not affect your no claim bonus.

## SECTION 5 - PUBLIC LIABILITY COVER (Comprehensive Plus cover only)

**We** will insure **You** and any other insured person in respect of amounts **You** may be liable to pay for accidents occurring in connection with your **Business**. This extension does not cover liability for:

- Accidents caused by a motor vehicle owned, leased, hired, borrowed or operated on behalf of **You** or the insured person;
- Accidents occurring in, on, or about **Your business** premises.

The most **We** will pay under this extension is £5,000,000



**GENERAL** - *Extra matters to bear in mind*

**No Claim Bonus - Annual Policies**

For each claim during a single **Period of Insurance**, the No Claims Bonus available at renewal will be reduced in accordance with **Our** current step-back procedure scale.

If more than one vehicle is covered by this insurance, **We** will assess the No Claim Bonus as if each vehicle was insured separately.

Providing there have been no prejudicial claim(s) in the current **Period of Insurance**; **We** will give **You** a further years No Claim Bonus discount, as long as the insurance has been in force for 12 consecutive months.

The price of your insurance policy may increase following an accident even if **You** were not at fault. **You** cannot transfer your No Claim Bonus to another person. Claims which do not affect your No Claim Bonus:

- Payments made for windscreen damage (up to 3 in the policy period)
- Payments for emergency treatment fees
- Claims which are not your fault where **We** have recovered all of **Our** outlay
- Payments made for loss of keys and lock replacement

An example of what would happen if **You** made a claim within the **Period of Insurance** is as follows:

Number of years' No Claim Bonus at the start of the policy (without protected NCD)	No Claim Bonus at next renewal		
	No claim bonus	One claim in one policy period	Two or more claims in one policy period
0	1	0	0
1	2	0	0
2	3	0	0
3	4	1	0
4	5	2	0
5	6	3	0
6	7	3	0
7	8	3	0
8	9	3	0
9	9	3	0



If **You** have earned 4 or more years No Claim Bonus, **You** can choose to pay an additional premium at the start or at renewal of your policy, to protect it. By doing this **You** can prevent your No Claim Bonus being reduced after a fault claim has been made on your policy.

Protected No Claim Bonus does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident even if **You** were not at fault.

The table below shows how your No Claim Bonus would be affected if **You** made a claim or claims and **You** have chosen to protect your No Claim Bonus. If your policy includes Protected No Claim Bonus, this will be shown on your **Schedule**.

Number of years no claims bonus at the start of the policy with Protected NCD	No Claim Bonus at next renewal				
	No Claim Bonus	One claim in one policy period	Two claims in one policy period	Three claims in one policy period	Four or more claims in one policy period
4	5	4	4	2	0
5	6	5	5	3	0
6	7	6	6	3	0
7	8	7	7	3	0
8	9	8	8	3	0
9	9	9	9	3	0

**No claim bonus – Short term 30 Day policies**

**We** will provide **You** with a years No Claim Bonus if **You** have had short term policies in force with **Us** for 12 consecutive months providing there have been no prejudicial claim(s) during that period.

If more than one vehicle is covered by this insurance, **We** will assess the no claim bonus as if each vehicle was insured separately. The price of your insurance policy may increase following an accident even if **You** were not at fault. **You** cannot transfer your no claim bonus to another person.

**Changing or adding a vehicle to this insurance**

If **You** change the vehicle covered by this insurance or need cover for an extra vehicle (including a temporary vehicle), please contact **INSHUR**. If cover is agreed, **INSHUR** will let **You** know about any change in premium and arrange for a new set of policy documents to be issued.

The maximum number of changes allowed in any one **Period of Insurance** is 4. If **You** change **Your Vehicle** more than this, cover will be cancelled.

**Emergency medical treatment**

Any payments **We** make for emergency medical treatment will not affect your No Claim Bonus.



## GENERAL EXCEPTIONS

These general exceptions apply to the whole insurance.

Your insurance does not cover **You** for:

### Drivers and use

Any legal responsibility, loss or damage (direct or indirect) arising while any **Insured Vehicle** covered by this insurance is being:

- Used for a purpose for which **Your Vehicle** is not insured;
- Driven by or is in the charge of anyone (including **You**) who is not mentioned on the **Certificate of Motor Insurance** as a person entitled to drive or who is excluded by an **Endorsement**;
- Driven by or is in the charge of anyone (including **You**) who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence to drive **Your Vehicle**, does not keep to the conditions of their driving licence or is prevented by law from having a licence (unless they do not need a licence by law);
- Used on any race track, race circuit or toll road without a speed limit (such as the Nürburgring);
- Used for racing or pace-making, used in any contest (apart from treasure hunts, **Road** safety; and non- competitive rallies) or speed trial or is involved in any rigorous reliability testing.

### Drugs and alcohol

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being driven by or is in the charge of anyone (including **You**) and is convicted of:

- Driving over the legal limit for alcohol; or
- Driving under the influence of drugs, prescribed or otherwise.

If convicted (which includes a conviction for failure to provide a breath, blood or urine sample) this shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs.

**We** will provide the minimum insurance required by the **Road Traffic Act** but **We** reserve the right to seek recovery of any such amounts from **You** or the driver of **Your Vehicle**.



## Construction and use

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being used to carry:

- more passengers than the maximum seating capacity for the **Insured Vehicle** as set by the vehicle manufacturer; or
- passengers in a manner likely to affect the safe driving and control of **Your Vehicle**; or
- any load which is greater than the maximum carrying capacity as set by the vehicle manufacturer or if applicable; any plated weight limit of the **Insured Vehicle**.

## Airfields

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being used in or on a restricted area (areas to which the public do not have free vehicular access) of an airport, airfield or aerodrome. **We** will not pay for any claim concerning an aircraft within the boundary of the airport, airfield or aerodrome except where **We** need to provide the minimum insurance required by the **Road Traffic Act**.

## Hazardous goods

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from carrying any dangerous substances or goods for which **You** need a licence from the relevant authority, unless **We** need to provide cover to meet the minimum insurance needed by law.

## Criminal acts

Any legal responsibility for loss or damage (direct or indirect) caused whilst **Your Vehicle** is used:

- In the course or furtherance of a crime; or
- As a means of escape from, or avoidance of lawful apprehension.

## Deliberate acts

Any legal responsibility for the death of or injury to any person or loss or damage (direct or indirect) caused by a deliberate act or omission to act by anyone insured under this insurance.

## Excess

The amount of any **Excess** shown within this policy document and / or on your **Schedule**.

## Other contracts

Any legal responsibility, loss or damage (direct or indirect) that:

- Is also covered by any other insurance or
- **You** have accepted under an agreement or contract unless **You** would have had that responsibility anyway
- Happens outside the **United Kingdom**, other than where **We** have agreed to provide cover.



## Jurisdiction

Any proceedings brought against **You**, or judgment passed in any court outside the **United Kingdom**, unless the proceedings or judgment arises out of **Your Vehicle** being used in a foreign country which **We** have agreed to extend this insurance to cover.

## Earthquake, riot, war and terrorism

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- An earthquake;
- The result of war, riot, civil commotion, revolution or any similar event elsewhere than in Great Britain, the Channel Islands or the Isle of Man (unless **We** need to provide cover to meet the minimum insurance needed by law);
- Acts of terrorism, as defined in the UK Terrorism Act 2000, unless **We** need to provide the minimum insurance required by the **Road Traffic Act**.

## Nuclear/radioactive contamination

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- Ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
- The radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment.

## Sonic bangs

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from pressure waves caused by aircraft or other flying objects.



## GENERAL CONDITIONS

What **We** expect for your cover to be valid

### Your responsibilities

Your premium is based on the information **You** gave **INSHUR** at the start of the insurance and when it is renewed.

**You** are responsible for the information **You** have provided to **Us** and **INSHUR**. **You** should ensure that the information provided is, as far as **You** know, correct and complete.

If **You** have failed to give **Us** and **INSHUR** complete and accurate information, this could lead to **Us** changing the terms of your policy, refusing your claim or the insurance not being valid.

**You** must, if requested, provide **Us** with all relevant information and documentation in relation to this insurance. The vehicle must have an MOT (unless exempt), be taxed, plated for use as a private hire vehicle, insured and registered in the **United Kingdom** and **You** must:

- Take all reasonable steps to protect **Your Vehicle** from loss or damage;
- Maintain **Your Vehicle** in a roadworthy condition; and
- Let **Us** examine **Your Vehicle** at any reasonable time.

If the above requirements are not met, **We** may reject or reduce your claim, and/or cancel your policy or declare your policy null and void.

### Changes to your details

**You** must tell **Us** as soon as possible, but no later than 48 hours about any changes to the information **You** have already provided. Please contact **INSHUR** if **You** are not sure if information is relevant. If **You** don't tell **Us** about relevant changes, your insurance may not cover **You** fully, or at all.

Here are some examples of the changes **You** should tell **Us** about:

- A change of vehicle (including extra vehicles and any temporary vehicles);
- All changes **You** or anyone else make to **Your Vehicle** if these make **Your Vehicle** different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic);
- A change of address;
- A change of job, including any part-time work by **You** or other drivers, a change in the type of **Business** or having no work;
- A change in the purpose for which **You** use **Your Vehicle**;
- A new main user of **Your Vehicle**;
- Details of any driver **You** have not told **Us** about before, or who is not specifically entitled to drive by the **Certificate of Motor Insurance** or is excluded by an **Endorsement**, but who **You** now want to be able to drive **Your Vehicle**;





- Details of any motoring conviction, disqualification or fixed-penalty motoring offence of any person allowed to drive **Your Vehicle** or of any prosecution pending (where a case is being investigated but there is no conviction yet) for any motor offence;
- Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive ;
- Details of any accident or loss (whether or not **You** make a claim) involving **Your Vehicle** or that happens while **You** (or anyone who is entitled to drive under this insurance) are driving anyone else's vehicle;
- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether or not the driving licence has been restricted.

Claim notification - 0808 169 9165

After any loss, damage or accident **You** must give **Us** full details of the incident as soon as possible.

All accidents must be reported to **Us** within 24 hours of the incident occurring, otherwise an additional £500 **Excess** may be applicable. This is on top of any other **Excess** **You** may have to pay under this insurance. If **You** fail to do this, or otherwise prejudice **Our** position, **We** reserve the right to seek recovery of any additional costs incurred due to your action or failure to act.

**You** must send every communication about a claim (including any writ or summons) to **Us** without delay and unanswered.

**You** must also tell **Us** if **You** know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

**You** must give **Us** any information, documentation and help **We** need to help **Us** deal with your claim. **We** will only ask for this if it is relevant to your claim.



## Claim requirements – rights and obligations

If a claim is made which **You** or anyone acting on your behalf knows is false, fraudulent, exaggerated, or provides false or stolen documents to support a claim, **We** will not pay the claim and cover under this insurance will end from the date of the fraudulent act.

If there are a number of claims for property damage arising out of any one cause, **We** may pay **You** up to the maximum amount due under Section 1 (**We** will take from this amount any amounts **We** have already paid as compensation).

When **We** pay this amount, **We** will withdraw from any further action connected with settling these claims. **We** will cover any legal costs and expenses paid with **Our** permission, up to the time **We** withdraw from dealing with the claims.

**You** must not admit to, negotiate on or refuse any claim unless **You** have **Our** permission. **We** can:

- Take over, carry out, defend or settle any claim; and
- Commence proceedings (which **We** will pay for, and for **Our** own benefit) to recover any payment **We** have made under this insurance;

**We** will take this action in your name or in the name of anyone else covered by this insurance.

**You**, or the person whose name **We** use, must cooperate with **Us** on any matter which affects this insurance.

If **We** refuse to provide cover because **You** have failed to provide information or provided incorrect information, but **We** have a legal responsibility to pay a claim under the **Road Traffic Act**, **We** can settle the claim or judgment without affecting **Our** position under this policy. **We** can recover any payments that **We** make from **You**.

If **You** fail to provide all requested information, documentation and evidence of claim damage, **We** reserve the right not to pay for damages under Section 2 of this policy document.

## Compulsory Insurance laws

If **We** are required to settle a claim in order to comply with the law applying to any country in which this policy operates, and which **We** would not otherwise be required to pay because of a breach of policy conditions, **We** shall be entitled to recover the amount paid and any associated costs, from either yourself or the person who incurred the liability.

## Contracts (Rights of Third Parties)

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



## Cancellation

### *“14 days cooling off period”*

**You** may cancel the insurance policy, without giving reason, by contacting **INSHUR** within 14 days of the policy start date and declare your requirement to cancel.

**We** will make a charge equal to the period of cover **You** have had but this will be subject to a minimum amount of £25, plus insurance premium tax (IPT) where applicable, except where a claim has been made during the current **Period of Insurance**, in which case the full annual premium will be payable to **Us**.

The 14-day cooling off period only applies to new annual policies and the renewal of existing annual policies. If your policy was arranged for less than 12 months, **We** will keep the whole premium.

### *Outside “14 days cooling off period”*

If no claims have been made during the current **Period of Insurance**, **We** will refund the proportional (pro-rata) amount of the premium which applies to the remaining **Period of Insurance**, less a premium charge of £25, subject to insurance premium tax (IPT) where applicable.

If any claim has been made in the current **Period of Insurance**, **You** must pay the full premium and **You** will not be entitled to any refund. **You** may cancel this insurance by declaring to **INSHUR**, your requirement to cancel. **We** or **INSHUR** may cancel this insurance by sending seven days’ notice, in writing, to your last known address.

Your insurance may be cancelled because:

- **You** have not paid when due, a premium on an instalment plan finance
- **You** or anyone else covered by this insurance has not met the terms and conditions of the insurance
- **You** have not provided documentation requested by **Us** or **INSHUR** such as a copy of your driving licence or evidence of no claim bonus
- A change in your circumstances means **We** can no longer provide cover
- **You** misrepresent or fail to disclose information that is relevant to your insurance
- **You** harass any member of **Our** staff or show abusive or threatening behaviour towards them.

## Misrepresentation

It is important that you provide accurate information before purchasing a policy, after purchasing a policy, and when making a claim. Where **We** have identified a failure to disclose correct and complete information, **We** may, were such acts were neither deliberate nor reckless, apply at **Our** discretion, one or more of the remedies listed below:

- Agree with **You** to: amend your policy to record the correct information, apply any required change in: premium, policy terms and conditions; or
- Reject or pay only a proportion of your claim
- Cancel the policy and may retain some or all of your premium paid.

Where such misrepresentation, non-disclosure, fraud or attempt to gain an advantage under this insurance to



which **You** are not entitled, was made deliberately or reckless, **We** may:

- Refuse all claims; and
- Void the policy which means to treat the policy as though it never existed.
- Retain some or all of your premium paid

## Sanctions

**We** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover or payment of such claim or provision of such benefit would expose to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

## COMPLAINTS

*How to make a complaint if things go wrong*

### Our promise to **You**

**We** aim to provide the best customer service possible. If **You** have any reason to complain about your insurance policy the complaints procedure is as follows:

#### Claims complaints:

The first step is to contact Broker Direct on 01204 600252, email [compliance@brokerdirect.co.uk](mailto:compliance@brokerdirect.co.uk) or write to the Chief Executive of Broker Direct Plc, Deakins Park, Egerton, Bolton BL7 9RW, quoting your policy number in all cases.

#### All other complaints:

The first step is to contact **INSHUR** on 0808 169 9165, email [complaint@inshur.com](mailto:complaint@inshur.com) or write to the Chief Executive of INSHUR UK Limited, 2nd Floor, 1 Jubilee Street, Brighton, BN1 1GE quoting your policy number in all cases.

If Broker Direct or **INSHUR** are unable to resolve the complaint to your satisfaction, **You** may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) within 6 months of receiving **Our** final response in this matter.

Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: 0800 023 4567

Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

This does not affect your right to take legal action.



## IMPORTANT NOTICES AND INFORMATION

### Data Protection Notice

This notice contains important information about your personal details. Please make sure to show it to anyone covered by the policy and ensure they are aware that their personal details may be provided to **Us**.

INSHUR UK Limited (**INSHUR**) is the data controller in respect of your personal information. **We** will process the details **You** have given **Us** in line with the UK's Data Protection laws and any other laws that apply. **We** may work with partner organisations and service providers who are located in other countries, and as a result your information may be processed outside the European Economic Area. In all cases **We** will make sure that your information is adequately protected. Any transfers of personal information outside Europe will be subject to the provisions of the **US** Privacy Shield, standard contractual clauses approved by the European Commission or other contracts which provide equivalent protection.

**You** can find more information about how **We** use your personal information on **Our** website: [www.inshur.com/uk/privacy](http://www.inshur.com/uk/privacy)

### Where **We** collect your personal information

**We** might collect personal information about **You** from:

- **You**
- Your family members
- Your employer or their representative
- Other companies in the insurance market
- Anti-fraud databases, sanction lists, court judgement and similar databases
- Government agencies such as the DVLA and HMRC
- The publicly available electoral register
- In the event of a claim, third parties including the other party to the claim, witnesses, experts, loss adjusters, legal advisers and claims handlers
- 

### How **We** use and disclose your personal information

To assess the terms of your insurance contract, or to deal with any claims, **We** may need to share information like your name, address, date of birth and details such as medical conditions or criminal convictions. The recipients of this information could include (but are not limited to) credit reference agencies, anti-fraud databases, other insurers, underwriters and other group companies who provide administration or support services. For claims handling, the recipients could include (but are not limited to) external claims handlers, loss adjusters, legal and other expert advisers, and third parties who are involved in the claim. More information about these disclosures is set out below.

The Data Protection laws classify information about your medical conditions, disabilities and criminal convictions as 'special category' personal data which warrants extra protection. **We** will only share this kind of personal data where it is essential to administer your insurance contract or deal with any claims, or for anti-fraud purposes and will only be used in accordance with appropriate laws and regulations.



Most of the personal information **You** provide to **Us** is needed for **Us** to assess your request for insurance, to enter into the insurance contract with **You** and then to administer that contract. Some of the information is collected for fraud prevention purposes, as described below. If **We** need your consent to use any specific information, **We** will make that clear at the time **We** collect the information from **You**. **You** are free to withhold your consent or withdraw it at any time, but if **You** do so it may impact upon **Our** ability to provide insurance or pay claims. Further details about the legal basis for **Our** processing of personal information, and the disclosure **We** may make, can be found on **Our** website: [www.inshur.com/uk/privacy](http://www.inshur.com/uk/privacy)

Types of personal data	Details
Individual details	Name, address (including proof of address), other contact details such as email and phone numbers, gender, marital status, date and place of birth, nationality, employment status, job title, details of family members including their relationship to <b>You</b>
Identification detail	National insurance number, passport number, driving licence number, other relevant licences
Financial information	Bank account and/or payment details, income and other financial information
Policy information	Information about the quotes <b>You</b> receive and policies <b>You</b> take out
Telematics (where <b>You</b> use this technology)	Details of journeys made, locations, times and dates, driving behaviours and driving patterns
Credit and anti-fraud information	Credit history, credit score, sanctions and criminal offences, including information received from external databases about <b>You</b>
Previous and current claims	Information about previous and current claims (including under other insurance policies) which may include data relating to your health, disabilities, criminal convictions (including motoring offences) and in some cases surveillance reports; also dashcam recordings where this technology is used
Special categories of personal data	Health, disability, criminal convictions including motoring offences



## Accepting and administering your policy

If **You** pay your premiums via a credit facility, **We** may share your information with credit reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money. **We** share information with other insurers, certain government organisations and other authorised organisations.

## Insurance underwriting

**We** look at the possible risk in relation to your prospective policy (or anyone else involved in the policy) so that **We** can:

- Consider whether to accept a risk
- Make decisions about providing and dealing with insurance and other related services for **You** and members of your household
- Set price levels for your policy
- Confirm your identity to prevent money laundering
- Check the claims history for **You** or any person or property likely to be involved in the policy or a claim at any time. **We** may do this:
  - When **You** apply for insurance
  - If there is an accident or a claim or
  - At the time **You** renew your policy

## Profiling

When calculating insurance premiums, **We** may compare your personal details against industry averages. Your personal information may also be used to create the industry averages going forwards. This is known as profiling and is used to ensure premiums reflect risk. Profiling may also be used to assess the information **You** provide so **We** can understand risk patterns.

Special categories of personal data may be used for profiling where this is relevant, such as medical history or past motoring convictions including motoring offences.

**We** may also make some decisions (for example about whether to offer cover or what the premiums will be) without any intervention by **Our** staff. These are known as automated decisions. **You** can find out more about how **We** make these decisions on **Our** website: [www.inshur.com/uk/privacy](http://www.inshur.com/uk/privacy). See also “Your Rights” below.



## Motor Insurance Database (MID)

Information about your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). Certain government or authorised organisations including the Police, DVLA, DVLNI, Insurance Fraud Bureau and other organisations allowed by law may use the MID and the information stored on it for purposes including:

- Continuous Insurance Enforcement (**You** can get information about this from the Department of Transport)
- Electronic vehicle licensing
- Law enforcement for the purposes of preventing, detecting, catching or prosecution offenders and
- Providing government services or other services aimed at reducing the level of uninsured driving

If **You** are involved in a **Road**-traffic accident (either in the **United Kingdom**, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to gather relevant information. Anyone making a claim for a **Road**- traffic accident (including their appointed representatives and citizens of other countries) may also gather relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is not shown correctly 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 [askmid.com](http://askmid.com).

## Managing claims

If **You** make a claim, **We** may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, authorised repairers, the police or other investigators. **We** also may have to investigate your claim and conviction history. This may involve external claims handlers, loss adjusters, legal and other expert advisers.

Under the conditions of your policy, **You** must tell **Us** about any incident (such as an accident or theft) which may or may not result in a claim.

## Call recording

**You** should note that some telephone calls may be recorded or monitored, for example calls to or from **Our** claims department, customer services team or underwriting department. Call recording and monitoring may be carried out for the following purposes:

- Training and quality control
- As evidence of conversations
- For the prevention or detection of crime e.g. fraudulent claims





## Preventing or detecting fraud

**We** will check your information against a range of registers and databases for completeness and accuracy. **We** may also share your information with law enforcement agencies, other organisations and public bodies.

If **We** find that false or inaccurate information has been given to **Us**, or **We** suspect fraud, **We** will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies including the Claims Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register. Law enforcement agencies may access and use this information.

**We** and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

Details of the registers, databases and fraud prevention agencies **We** use may be requested from the Data Protection Executive at INSHUR UK Limited, 2nd Floor, 1 Jubilee Street, Brighton, BN1 1GE.

## Retention

**We** will keep your personal data only for as long as is necessary for the purpose for which it was collected. In particular, **We** will retain your information for as long as there is any possibility that either **You** or **We** may wish to bring a legal claim under or relating to your insurance, or where **We** are required to keep your information for legal or regulatory purposes.



## Your rights

**You** have rights under the Data Protection laws including the right to access the information **We** hold about **You** (subject to any legal restrictions that may apply), to have the information corrected if it is inaccurate, and to have it updated if it is incomplete. In certain circumstances **You** may have the right to restrict or object to processing, to receive an electronic copy of your data (“data portability”) or to have your data deleted. **You** can also find out about any automated decisions **We** make that affect your insurance or premiums.

If **You** wish to exercise any of your rights, please contact **Us** at:

Data Protection Executive,  
INSHUR UK Limited, 2nd Floor, 1 Jubilee  
Street, Brighton, BN1 1GE

Email: [compliance@inshur.com](mailto:compliance@inshur.com)

Further details about all the rights available to **You** may be found on **Our** website: [www.inshur.com/uk/privacy](http://www.inshur.com/uk/privacy)

If **You** are not satisfied with **Our** use of your personal data or **Our** response to any request by **You** to exercise your rights in relation to your personal data, please contact [compliance@inshur.com](mailto:compliance@inshur.com)

**You** also have a right to make a complaint to the Information Commissioner:

Address: Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow,  
Cheshire SK9 5AF Tel: 0303 123 1113 (local rate) or 01625 545745 (national rate)  
Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

## Financial Services Compensation Scheme (FSCS)

As **We** are members of the Financial Services Compensation Scheme (FSCS), **You** may be entitled to compensation under the scheme if **We** cannot pay out all valid claims under this insurance. This depends on the type of policy **You** have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance **You** must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. **You** can get more information about the scheme from the FSCS via:

Address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street,  
London EC3A 7QU  
Tel: 0800 678 1100 or 0207 741 4100  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Web: [fscs.org.uk](http://fscs.org.uk)