



# COURIER MOTOR INSURANCE

## Policy Wording

September 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 (Wakam).

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 WAKAM

Wakam is a French insurance company with its headquarters at 120-122 rue de Réaumur 75002, operating through its UK Branch whose principal place of business is 18<sup>th</sup> & 19<sup>th</sup> Floors, 100 Bishopsgate, London, EC2N 4AG with branch registration number BR023088. Wakam is a French *société anonyme* (public limited company).

Wakam is authorized by the Autorité de Contrôle Prudentiel et de Résolution (ACPR). Wakam is deemed authorized by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority (FCA) 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 FCA's website. More details on Wakam can be found on the Financial Services Register ([register.fca.org.uk](https://register.fca.org.uk)) under FCA registration number 517214.

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 UK Ltd is registered in England and Wales company number 10830222. Registered office at 7th Floor, 1 Minster Court, Mincing Lane, London, EC3R 7AA.



# INSHUR

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## 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 business of carriage of goods 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.

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 only. 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
- 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; Wakam, through its 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 simple steps You can make sure it goes smoothly:

- You must tell Us about any potential claim within 24 hours of an incident 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.

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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

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### 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 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

### Cars & Vans

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;
- 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.

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### 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
Section 1 - Liability to others	✓	✓
Section 2 - Loss of or damage to your vehicle	X	✓
Accidental damage	X	✓
Malicious damage	X	✓
Fire	X	✓
Flood	X	✓
Theft	X	✓
Vandalism	X	✓
Windscreen	X	✓
Section 3 - Foreign Use	✓	✓

The General Conditions and General 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 (including legal) arising out of a claim or claims arising from one incident.

If a property-damage claim is 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

We will insure you for all amounts You may legally have to pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers, as and to the extent required by the Road Traffic Act. This cover only applies in the United Kingdom and where We must provide it under the Road Traffic Acts.



## 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. Except to the minimum extent required by the Road Traffic Act, any legal responsibility 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 if Your Schedule indicates You have Comprehensive cover and 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.

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.

We will not pay more than £250 in respect of advertisements, sign-writing, specialist paintwork or logos on Your Vehicle and this is subject to the policy Excess shown on Your Schedule.

### Excesses

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

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 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

### 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 23, 24 and 25 years	£150

### 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 (Comprehensive cover only).

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 (applies to Comprehensive cover only)

If You make a claim under this section and You choose to use one of 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.

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### 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 as the Estimated Value on the Schedule.

Once We have made a payment in respect of a total loss, 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 £100 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.
19. Loss or damage to Your Vehicle if the vehicle is being used for carriage of passengers for hire or reward.
20. Loss of or damage to (i) personal belongings and (ii) goods being carried in the vehicle in the course of the carriage of goods for hire and reward



## 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 cover shown on your Schedule 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
- Your visit is for social, domestic and pleasure purposes only. You are not insured to carry goods for delivery in the course of your Business, to a location outside of the United Kingdom
- If You are in possession of a Green Card which You must request from Us in good time before your planned travel to the countries mentioned above.



**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 continuously 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** continuously 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.



## GENERAL EXCEPTIONS

These general exceptions apply to all coverage under this 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 while under the influence of alcohol in excess of 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 and 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 Insured 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 against You, 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; or
- 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); or
- 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; or
- 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. Each Insured Vehicle must have an MOT (unless exempt), be taxed, 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

#### Annual Policies

You must notify Us as soon as possible of any changes to the information provided in the Statement of Fact. Here are some examples of 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 Your Vehicle;
- 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.

#### Short term policies

Due to the short term nature of this policy, changes and /or additions are not available once the policy has been taken out.



## Claim requirements – rights and obligations

If a claim is made which You or anyone acting on your behalf knows is false, fraudulent, exaggerated, or if You or anyone acting on your behalf 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 liability or negotiate on 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 in whose name We conduct proceeding, must co-operate 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 such 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 in 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 You or the person who incurred the liability.

## 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

### Annual Policies

#### *“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.

### Short Term Policies

- You may cancel the policy at any time; HOWEVER due to the short term nature of Your policy, no refund of premium will be payable in the event of cancellation.

## Misrepresentation

Where **We** identify that **You** have made any relevant misrepresentation, failure to disclose information, fraud or attempt to gain an advantage under this insurance to which **You** are not entitled, **We** may, where such acts were neither deliberate nor reckless:

- Agree with **You** to amend your policy to record the correct information, apply any required change in premium and/or policy terms and conditions;



- Reject or pay only a proportion of Your claim; or
- Cancel the policy and return any premium paid to You.

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 recklessly, We may:

- Void the policy (which means to treat the policy as though it never existed); and
- Refuse all claims,

and We need not return any of the 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 Us 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 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 You
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 You receive and policies You take out
Telematics (where You 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 You
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 [www.askmid.com](http://www.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)