



TAXI MOTOR INSURANCE

Policy Document

United Kingdom / 2nd May 2023

 **INSHUR**

CLAIMS HELPLINE: 0808 164 6545



Electric, Petrol, Diesel
and Hybrid all included

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** have received from **INSHUR**.

Your Contract documentation is designed primarily to be read on a screen. However, if **You** would rather receive an emailed or printed copy, we would be happy to do so. Just let **Us** or **Your Insurance Advisor** know.

This **Contract** of 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

YOUR INSURANCE

This policy document, the **Statement Of Fact, Schedule, Certificate of Motor Insurance** and any schedule of **Endorsements** together form the legally binding **Contract** of insurance between **You** the policyholder (who acts on behalf of themselves and any **Named Driver**) and **Us**.

Please remember to read all parts of the **Contract** carefully, as one document, including all terms, conditions and exclusions to ensure it meets **Your** needs. Please remember that every time **You** renew a policy it represents a new **Contract** of insurance.

You enter into this **Contract** with **Us** for providing **Your** insurance. This **Contract** is underwritten by the **Insurance Companies** which cover **You** and whose names are specified in **Your Schedule** and the **Certificate of Motor Insurance**, on whose behalf this **Contract** is issued in accordance with the authority granted to **INSHUR**.

ABOUT US AND YOUR INSURANCE COMPANY

INSHUR is a trading name of INSHUR UK Ltd which is authorised and regulated by the Financial Conduct Authority under firm reference number 916800 to carry on insurance distribution activities and act as a credit broker. INSHUR UK Ltd is registered in England and Wales company number 10830222. Registered office at 2nd Floor, 1 Jubilee Street, Brighton, BN1 1GE.

You may review the regulatory status of **INSHUR** on the Financial Services Register by visiting www.register.fca.org.uk or by calling 0800 111 6768.

INSHUR will provide intermediary services to arrange and administer **Your** policies/**Contracts** on **Your** behalf. **INSHUR** acts for, and on behalf of the **Insurance Companies** when issuing this **Contract**.

When **You** purchase additional products or pay for **Your** policy using **Premium** finance by a **Credit Provider**, **You** will enter into further contracts with **Us** and each **Insurance Company/Credit Provider** or with a supplier for these services.

Further details may be provided on request.

PLEASE NOTE:

Credit is subject to status and affordability and is provided by **Credit Providers** with whom **INSHUR** have a commercial relationship. Terms & Conditions Apply.

You enter into a separate agreement when **You** request an insurance policy through **INSHUR**. The agreement is with **INSHUR** and sets out the terms and conditions under which **INSHUR** will arrange and administer **Your** insurance policy on **Your** behalf and any fee(s) that **INSHUR** shall charge **You** for providing insurance intermediary services. Please read **INSHUR's** 'Terms of Business' document which details the terms **You** have provided **Your** informed agreement to.

DECLARATION OF NON ADVISORY SALES

You did not receive advice or a recommendation from **Us**. **We** asked some questions to narrow down the selection of products that **We** provided details on. **You** then made **Your** own choice about how to proceed.

CONTENTS AND COVER

The insurance cover **You** have

Your Schedule shows **You** what cover **You** have. The different types of cover (“Third Party Only” or “Comprehensive” or “Comprehensive Plus”) are listed below together with the sections of the policy that apply to that cover:

Section Name	Third Party Only	Comprehensive	Comprehensive Plus	Page Number
Your Policy Document	✓	✓	✓	2
Contents and Cover	✓	✓	✓	4
Section A - Definitions	✓	✓	✓	5
Section B - Claims Process	✓	✓	✓	8
Section C - Liability to Others	✓	✓	✓	10
Section D - Loss of or Damage to Your Vehicle Accidental damage Malicious damage Fire Flood Theft Vandalism Windscreen	×	✓	✓	13
Section E - Foreign Use	✓	✓	✓	19
Section F - Loss of Keys and Replacing Locks	×	✓	✓	20
Section G - Public Liability	×	×	✓	20
Section H – No Claim Bonus	✓	✓	✓	21
Section I - General Exclusions	✓	✓	✓	23
Section J - General Conditions	✓	✓	✓	26
Section K - Complaints	✓	✓	✓	32
Section L - Important Notices and Information	✓	✓	✓	34

✓: section applies to that cover

×: section does not apply to that cover

SECTION A DEFINITIONS

The key words and terms that **We** use in this **Contract** are defined below. These words shall have the below meanings wherever they appear whether or not they commence with a capital letter, or the plural. To help **We** have printed them in bold throughout **Our** policy document, **Certificate of Motor Insurance, Schedule, Endorsements** and **Statement of Fact**:

1. **Accessories** - part(s) or accessories added to **Your Vehicle** that do not affect its performance.
2. **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 D of this insurance.
3. **Automated Vehicle** - a vehicle legally allowed to drive itself in Great Britain as defined by the **Road Traffic Law**.
4. **Autonomous Mode** - a mode which allows the vehicle to drive itself legally, as allowed under the **Road Traffic Law**.
5. **Business** - use for the carriage of passengers for hire and reward and use for the carriage of goods for hire and reward, as necessary for **Your** "Occupation" listed on **Your Schedule**. Where it is stated on **Your Certificate of Motor Insurance** and/or **Schedule** cover under **Business** use will also extend to include any social domestic and pleasure use of **Your Vehicle**.
6. **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.
7. **Charging Cables** - the cables used to connect **Your Vehicle** when charging **Your Vehicles Electric Battery**, if **Your Vehicle** is an **Electric or Plug-in Hybrid Vehicle**.
8. **Contract** - this policy document, **Statement Of Fact**, the **Schedule, Certificate of Motor Insurance** and any **Endorsement** together.
9. **Continuous Card Payment Authority** - the pre-approved payment method supplied to **Us** to collect any **Premium** due at inception, renewal, after an alteration to **Your** policy or in the case of usage based policies a top up to the **Premium** after credit has been used.
10. **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 D 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**.

11. **Credit Provider** - a **Premium** finance company who will fund some or all of the **Premium** due for a given **Period of Insurance** at an agreed interest rate and over an agreed instalment plan.
12. **Cyber Act or Cyber Incident** - a malicious or criminal act or an error, failure or unavailability affecting any computer system of **Your Vehicle**, including but not limited to: computer virus, hacking, denial of service of unauthorised access, corruption or deletion of data.

13. **Electric Battery** - the battery designed by **Your Vehicle** manufacturer, contained within **Your Vehicle** as a fuel source, and when used on its own, will propel an **Electric or Plug-In Hybrid Vehicle**.
14. **Electric or Plug-In Hybrid** - an **Insured Vehicle** which uses electricity as its main or in the case of a **Plug-In Hybrid Vehicle** as a proportion of its fuel source, where that fuel source is stored within a vehicle **Electric Battery** and is charged via a **Charging Cable**.
15. **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**.
16. **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.
17. **Hazardous Goods** - explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances
18. **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.
19. **Insurance Advisor** - an Insurance Intermediary or Broker who are responsible for arranging and administering **Your** insurance **Contract** on **Your** behalf.
20. **Insurance Company** - the **Insurance Company** or Lloyd's syndicate which covers you and whose names are specified in your **Schedule** and the **Certificate of Motor Insurance**, on whose behalf this **Contract** is issued.
21. **Keys** - a physical key, device or smart access provided with **Your Vehicle** by the manufacturer of **Your Vehicle** that allows you to access, lock, control and/or move **Your Vehicle**.
22. **Market Value** - the cost of replacing **Your Vehicle** with another one of the same make, model, year, specification, of similar age, mileage and condition at the time of an accident or loss. This value is based on research from industry recognised motor trade guides, and possibly a review from an engineer. The cost will not exceed the:
 - **Market Value**; or
 - estimated value that **You** last gave to **Us** (within the **Statement of Fact**); or
 - sum paid within **Your** latest purchase receiptwhichever is the lesser amount.
23. **Named Driver** - an additional insured person noted on the **Schedule** and/or **Certificate of Motor Insurance** who's details have been declared to and accepted by **Us**.
24. **Period of Insurance** - the period of time covered by this insurance (as shown on the **Schedule** and **Certificate of Motor Insurance**) and any further period for which **We** accept **Your Premium**.
25. **Private Hire** - use of a passenger-carrying vehicle for the carriage of passengers for hire or reward, other than under a Hackney Carriage licence.
26. **Premium** - the amount **You** are required to pay (as shown on the **Schedule**) for the

Contract and Period of Insurance, and/or any **Premium** to be charged/returned from time to time.

27. **Public Hire** - use of a passenger-carrying vehicle under the terms of a Hackney Carriage licence.
28. **Road** - any place which is a road for the purpose of any compulsory motor insurance law that operates in the **United Kingdom**.
29. **Road Traffic Act, Road Traffic Law(s)** - any acts, laws or regulations, which govern the driving or use of any motor vehicle in the **United Kingdom**.
30. **Safety Software** - software updates which, if not installed, would mean it was unsafe in **Our** opinion to use **Your Vehicle** without the updates being installed.
31. **Schedule** - the document showing the vehicle We are insuring and the cover which applies. To be read in conjunction with the schedule of **Endorsements**.
32. **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.
33. **Trailer** - a trailer, semi-trailer or container used for carrying goods but which cannot be driven itself, including a caravan, trailer-tent or broken-down vehicle (as permitted by law).
34. **United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
35. **We, Us, Our** - means the **Insurance Company** underwriting this policy; or **INSHUR** who arrange and manage this insurance policy on behalf of the **Insurance Company**.
36. **You, Your** - the person named under 'Policyholder details' on the **Schedule**, or as 'Policyholder' on the **Certificate of Motor Insurance**.
37. **Your Vehicle, Insured Vehicle** - any vehicle shown on the **Schedule** or described on the current **Certificate of Motor Insurance** (and under Section C only, an attached **Trailer**).

SECTION B - CLAIMS PROCESS

WHAT TO DO IF YOU NEED TO MAKE A CLAIM

CALL 0808 164 6545

B1 - Claims Steps

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

1. **You** or any **Named Driver** must tell **INSHUR** about any potential claim within 24 hours of an incident occurring, or **You** may have to pay an additional **Excess** of £500.
2. Take photographs of any damage to the vehicles involved.
3. Call the claims and windscreen helpline – 0808 164 6545
 - Call this number if **You** or any **Named Driver** need to report an incident which may give rise to a claim, such as an accident, fire, theft or windscreen damage (if applicable).
 - **We** are open 24 hours a day, 365 days a year. **Our** expert staff will take down the details which **You** or any **Named Driver** provide, and will help **You** get back on the **Road** as soon as possible.
4. If **Your** claim is due to theft, attempted theft, malicious damage or vandalism, **You** must also notify the Police within 24 hours of discovery and obtain a crime reference number.

B2 - Our Service to You

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

- A market-leading customer experience
- A specialist team to handle **Your** claim
- A network of **Approved Repairers** 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

B3 - Repairing Your Vehicle

We want to get **You** back on the **Road** as soon as possible. If **Your** insurance covers damage to **Your Vehicle**, **We** can talk **You** through the options for getting it repaired. **We** will take care of everything:

1. If **Your Vehicle** can not be driven, **We** will arrange for roadside recovery.
2. **We** will collect the **Insured Vehicle** from **You** and deliver it back to **You** after the repairs have been completed.
3. Repairs will be carried out by a garage in **Our Approved Repairer** network, provided that's the best option for **You**.
4. If **Your Vehicle** is a car or van, **You** will be provided with a **Courtesy Car**, subject to availability, to ensure that **You** can keep mobile ("Comprehensive" & "Comprehensive Plus" cover only). The **Courtesy Car** can be used for social domestic and pleasure use only.
5. An expert claim handler will manage **Your** claim for **You**.
6. If **You** choose to use a repair centre which is not in **Our** list of **Approved Repairers**, the above benefits may not be available. Should **Your** choice of repair centre result in additional costs, above that of **Our Approved Repairer**, **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**.

B4 - Keeping Your Vehicle safe

When unattended, You must 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;
- It was left with the windows, roof panel or the roof of a convertible vehicle open; or
- **You** or any **Named Driver** have not taken other reasonable precautions to protect it.

B5 - In the event of an incident that may give rise to a claim

In the event of an accident involving another party, 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.

1. Report any incident to **INSHUR** immediately on 0808 164 6545 in order to mitigate costs.
2. **You** or any **Named Driver** must not admit liability or negotiate on any claim unless **You** or any **Named Driver** have **Our** permission.
3. Make sure to take the other person's details, including:
 - a) Their name, address and contact number;
 - b) The registration number and make and model of their vehicle;
 - c) Note any pre-existing damage to either vehicle; and
 - d) Their insurer's name and policy number.
4. Take photos of:
 - a) Any damage to the vehicle(s) involved;
 - b) Any damage to **Your Vehicle**;
 - c) Any damage to any property, street furniture or other object(s); and
 - d) The scene of the accident, as long as it's safe to do so.
5. Make a note of:
 - a) Any injuries to anyone involved;
 - b) The number of passengers in the other vehicle(s);
 - c) The number of passengers in **Your Vehicle**;
 - d) The name, address and contact number of any witnesses;
 - e) Whether any ambulance or other emergency services attended the scene of the accident;
 - f) The name and number of any police officer who attends the scene of the accident;
 - g) Any unusual behaviour from the other person and the direction they take when they leave the scene of the accident.

SECTION C - LIABILITY TO OTHERS

C1 - Driving Your Vehicle

We will provide insurance for any claim made against **You** arising from an accident that occurs while **You** or any **Named Driver** are driving, using or in charge of **Your Vehicle** in the course of the **Business**; or while **You** or any **Named Driver** are loading or unloading it in the course of the **Business**, to the extent required under the **Road Traffic Act**.

- **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.
- At **Our** discretion, the most **We** will pay is £5,000,000 for any costs and expenses (including legal) arising out of a claim or claims from any one incident.
- If there is a property-damage claim made against more than one person covered by this insurance, **We** will first settle any claim made against **You** and then any **Named Driver**.

The **Cover** under this part of **Your** insurance also applies whilst a **Trailer** or disabled vehicle is attached to or being towed by **Your Vehicle**. Note that there is no **Cover** for loss of or damage to that **Trailer** or disabled vehicle.

C2 - Other people getting into or out of Your Vehicle

We will provide insurance for any claim made against **You** arising from an accident that occurs whilst a passenger is getting into or out of **Your Vehicle** or whilst the passenger is loading or unloading **Your Vehicle** in the course of the **Business**, to the extent required under the **Road Traffic Act**.

C3 - Legal costs

In respect of any event which is covered under this Section, following **Our** written agreement, **We** will arrange and pay **Your** legal fees and expenses subject to the limits described in C1 above for defending legal proceedings, including appeals.

We will not cover or reimburse any regulatory or criminal fines, penalties or compensation awards imposed on **You** or any **Named Driver**.

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 a deliberate act or failure to act by **You** or any **Named Driver**; or
- Where cover is provided by any other policy.

C4 - Emergency medical treatment

We will insure **You** or any **Named Driver** 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, to the extent required by the **Road Traffic Act**.

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

C5 - Automated Vehicles and Autonomous Mode

The Cover in this section only applies if **Your Vehicle** is an **Automated Vehicle**, used in the **United Kingdom** in **Autonomous Mode** and where **We** must provide cover under the **Road Traffic Act**.

If **Your Vehicle** is involved in an accident whilst not in **Autonomous Mode** please see the cover provided by Section C1.

If **Your Automated Vehicle** causes an accident on a **Road** or other public place whilst in **Autonomous Mode**

We will cover:

- injuries or death of any person (including **You** or any **Named Driver** stated on **Your Certificate of Motor Insurance** and/or **Schedule** using the **Automated Vehicle** with **Your** permission)
- damage to **Your Vehicle** and any property belonging to another person.

You must:

- use and maintain **Your Vehicle** software in line with the manufacturer's instructions
- keep **Your Vehicle's Safety Software** up to date
- not alter **Your Vehicle** or software including **Safety Software** in any way against the manufacturer's instructions.

If an accident occurs as a result of:

- failure to install **Safety Software** updates; and/or
- alterations to **Safety Software**

any amount paid by **Us** to **You** or a finance/lease company, can be recovered from any person who knew or ought to have known of the failure to keep **Your Vehicle's Safety Software** up to date or who knew of the alterations to **Your Vehicle's** software.

EXCLUSIONS TO SECTION C

This section of **Your** insurance does not cover the following, except to the minimum extent required by the **Road Traffic Act**:

1. anyone who can claim for the same loss under any other insurance policy;
2. loss of or damage to property belonging to (or in the care, custody or control of) anyone **We** insure under this Section of the policy;
3. loss of or damage to any **Trailer**, caravan or broken down vehicle (or their contents) whilst towed by or attached to **Your Vehicle**;
4. any legal responsibility for claims for death, injury, illness, loss or damage to property arising directly or indirectly from **You** or any other person using **Your Keys**, an application or computer system to move, summon or call **Your Vehicle** to another location while no person is in charge and in control of **Your Vehicle** from the driver's seat.
5. 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.

6. death of, or bodily injury to the person driving or in charge of **Your Vehicle** (unless driving in **Autonomous Mode**) or to any person being carried in or on, getting onto or off, a **Trailer** being towed.
7. death of or injury to any person and damage to any person's property caused by **Charging Cables** where **You** or any other person have not used the equipment in the way **Your Vehicle** manufacturer advises **You** to, or it has been used in an unsafe way.
8. death of or injury to any person and damage to any person's property caused by **Charging Cables** where they are not attached to or plugged into **Your Vehicle**.
9. 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 exclusion:

- 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 caused by the failure to maintain or repair **Your Vehicle**, or any part of it.

10. fines, penalties or compensation rewards imposed on **You** or any **Named Driver** or the cost of implementing any remedial order or publicity order intended to punish **You** or any **Named Drivers** wrongdoing;
11. any liability resulting from, preparing, selling or supplying goods, treatment, food or drink on or from **Your Vehicle** or **Trailer**.
12. any liability arising from the use of any heating, welding, cleaning, cooking or similar equipment or plant in or on **Your Vehicle** or **Trailer**, the explosion of any pressurised container in or on **Your Vehicle** or **Trailer** or which forms part of any plant or tool of trade attached to **Your Vehicle** or **Trailer**.

ADDITIONAL EXCLUSIONS FOR AUTONOMOUS MODE:

If **Your Automated Vehicle** causes an accident on a **Road** or other public place whilst in **Autonomous Mode**, this section of **Your** insurance also does not cover the following, except to the minimum extent required by the **Road Traffic Act**:

13. accidents which take place outside of the **United Kingdom**;
14. unlawful use of an **Automated Vehicle**;
15. any loss or injury caused by a failure to install **Safety Software** updates that **You** or any **Named Driver** knows or ought reasonably to know is **Safety Software**;
16. any loss or injury caused by alterations to **Your Vehicle's** software by **You** or any or any **Named Driver**, or with **You** or the owners knowledge;

SECTION D - LOSS OF OR DAMAGE TO YOUR VEHICLE

This cover only applies if **Your Schedule** indicates **You** have “Comprehensive” or “Comprehensive Plus” cover; and only applies to **Your Vehicle**. The **Cover** in this section also applies to **Your Automated Vehicle** used in the **United Kingdom** in **Autonomous Mode**.

D1 - Your Cover

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.

This cover is only provided if the incident giving rise to the loss or damage occurs while **You** or any **Named Driver** are driving, using or in charge of **Your Vehicle** in the course of the **Business** or while **You** or any **Named Driver** are loading or unloading it in the course of the **Business**.

You must:

- use and maintain **Your Vehicle** software in line with the manufacturer’s instructions
- keep **Your Vehicle’s Safety Software** up to date
- not alter **Your Vehicle** or software including **Safety Software** in any way against the manufacturer’s instructions.

If an accident occurs as a result of:

- failure to install **Safety Software** updates; and/or
- alterations to **Safety Software**

any amount paid by **Us** to **You** or a finance/lease company, can be recovered from any person who knew or ought to have known of the failure to keep **Your Vehicle’s Safety Software** up to date or who knew of the alterations to **Your Vehicle’s** software.

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

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

D2 - Limits to Your cover

1. The most **We** will pay for **Your Vehicle** is the:
 - a. amount it would cost **Us** to repair **Your Vehicle** at **Our Approved Repairer** or as otherwise agreed by **Our** appointed engineer;
 - b. **Market Value** (as determined by **Us**, immediately before the loss); or
 - c. estimated value that **You** last gave to **Us** (within the **Statement of Fact**); or
 - d. sum paid within **Your** latest purchase receiptwhichever is the lesser amount.
2. **We** will replace or repair, at our discretion, **Your Vehicle, Accessories, or Charging Cables** on a like for like basis. **We** will not pay the cost of any repair or replacement which improves **Your Vehicle, Accessories, or Charging Cables** 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.
3. **We** will not pay the VAT element of any claim if **You** are registered for VAT.

D3 - Excesses

If an **Excess** is shown on **Your Schedule**, **You** have agreed to pay that amount for each incident of loss or damage; and each additional **Excess** below (if applicable):.

- If **You** or any **Named Driver** do not report an accident within 24 hours of it occurring, **You** will be liable for an additional **Excess** of £500.
- If **You** or any **Named Driver** choose to use a non-approved repairer, **You** will have to pay an additional **Excess** of up to £500.
- If **Your Vehicle** is damaged while a young and/or new driver as detailed below (including yourself) is driving, **You** will have to pay an additional **Excess** as shown below.

Drivers	Amount
Aged 23 to 25 years	£150
Who have not held, for 12 months or more, a full driving licence issued in the United Kingdom .	£150

Please Note: These young and/or new driver additional **Excesses** do not apply if the loss or damage is caused by fire or theft.

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

D4 - Windscreen cover (“Comprehensive” & “Comprehensive Plus” cover only)

Our windscreen helpline number is 0808 164 6545.

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. 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 claims:

- 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

No claim bonus and windscreen cover

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 windscreen claims in the **Period of Insurance**).

D5 - 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 to a repairer/location of **Your** or any **Named Drivers** 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** or any **Named Drivers** 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** or any **Named Driver** 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**.

D6 - Repairs

If **Your Vehicle** is damaged in any way which is covered by this insurance, **You** should contact **INSHUR** 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 **Insured Vehicle** repair.

If **Your Vehicle** cannot be driven safely, **You** or any **Named Driver** 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** must retain for **Our** inspection:

- full cost estimates;
- all damaged parts; and
- images of the damaged areas of the **Insured Vehicle**.

If **You** or any **Named Driver** 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** or any **Named Driver** 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** or any **Named Driver** choose to use a non-approved repairer, **You** will have to pay an additional **Excess** amount of up to £500.

If **We** cannot reach an agreement on costs with the non-approved repairer, **We** may arrange for **Your Vehicle** to go to a repairer **We** choose, the cost of such relocation must be paid by **You**.

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.

D7 - Courtesy Car

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.

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**.

D8 - 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**.

On Annual Policies only **We** will allow this insurance to apply to a replacement vehicle **You** acquire so long as the replacement vehicle is advised to **INSHUR** within 7 days of settlement (subject to any change in **Premium** needed for the replacement 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:

- a. **Market Value** (as determined by **Us**, immediately before the loss); or
- b. estimated value that **You** last gave to **Us** (within the **Statement of Fact**); or
- c. sum paid within **Your** latest purchase receipt

whichever is the lesser amount. **We** may deduct the **Excess(es)** from any overall settlement amount.

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

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

D9 - Vehicles subject to a finance agreement.

If **We** determine the **Market Value** of 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 **We** determine the **Market Value** of 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. This includes where applicable an **Electric or Plug-In Hybrid Vehicle** with an **Electric Battery** subject to a lease or financial agreement.

D10 - Vehicles subject to a lease / hire agreement – No legal right to title.

If **We** determine the **Market Value** of 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 **We** determine the **Market Value** of the **Insured Vehicle** is less than the amount owed, the amount **We** pay to the lease / hire company will settle the claim against **Us**, and **You** may be required by the lease / hire company to pay them the balance, subject to the terms of **Your** agreement with them. This includes where applicable an **Electric or Plug-In Hybrid Vehicle** with an **Electric Battery** subject to a lease or financial agreement.

D11 - 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 **Insured Vehicle**, which will settle the claim in full. Any transfer of legal title or distribution of the proceeds of the **Insured Vehicle** should be taken up directly with the lease / hire company in line with the specific terms of **Your** agreement. This includes where applicable an **Electric or Plug-In Hybrid Vehicle** with an **Electric Battery** subject to a lease or financial agreement.

D12 - Salvage

At the point of payment the **Insured Vehicle** will become **Our** property unless **We** agree otherwise.

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 of the salvage. If retention is granted to **You**, the value of the salvage, as determined by **Us**, will be deducted from the settlement payment.

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 claim may be affected.

D13 - 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**.

D14 - Electric or Plug-In Hybrid Vehicles

Charging Cables

We will pay for loss of or damage to **Your Charging Cables**, kept in, on or when attached to **Your Vehicle**, which have been specifically designed for use with **Your Vehicle**. The cover is provided while **Your Charging Cables** are fixed and locked to or in **Your Vehicle** or in **Your** private garage, (which is a fully enclosed brick, stone or concrete structure with lockable entry and exit points), if caused by fire, theft, attempted theft, accidental or malicious damage.

Electric Battery

Damage to **Your Vehicle's Electric Battery** is covered should it be damaged as a result of an insured incident. Cover applies whether your **Electric Battery** is owned or leased.

EXCLUSIONS TO SECTION D

This Section of **Your** insurance does not cover the following, except to the minimum extent required by the **Road Traffic Act**:

1. The amount of any **Excess** shown on **Your Schedule**.
2. Loss of or damage to any goods, tools or equipment being carried in the **Insured Vehicle** or **Trailer**.
3. Any amount as compensation for **You** or any **Named Driver** not being able to use **Your Vehicle** (including the cost of hiring another vehicle).
4. Wear and tear, deterioration or depreciation.
5. Loss or damage caused by failures, breakdowns, breakage or malfunction of mechanical, electrical, electronic or computer equipment including **Cyber Acts or Cyber Incidents**
6. Any loss of **Market Value of Your Vehicle** as a result of damage, whether the damage is repaired or not.
7. Repairs or replacements which improve the condition of **Your Vehicle** unless carried out by **Our Approved Repairer** on **Our** instructions.
8. Damage to tyres, unless caused by an accident to **Your Vehicle**.
9. Damage due to liquid freezing in the cooling system, unless **You** have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
10. Loss of or damage to **Accessories** unless they are permanently attached to **Your Vehicle**.
11. Loss of or damage arising directly or indirectly from **You** or any other person using **Your Keys**, an application or electronic computer system to move, summon or call **Your Vehicle** to another location while no person is in charge and in control of **Your Vehicle** from the driver's seat.
12. Any amount over the last-known list price of any parts or **Accessories** or the cost of fitting any parts or **Accessories** if the vehicle manufacturer or its agent cannot supply them from stock held in the **United Kingdom**. This exclusion 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**.
13. Loss of or damage to **Your Vehicle** as a result of deception.
14. Loss resulting from **Your Vehicle** being lawfully repossessed.
15. 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.
- 16. Loss of or damage to **Your Vehicle** resulting from a member of **Your** immediate family, or a person living or visiting **Your** home, taking **Your Vehicle** without **Your** permission, unless that person is convicted of theft.
- 17. Loss of or damage to **Your Vehicle** caused by using the incorrect or inappropriate type or grade of fuel/charging station/equipment including **Charging Cables** or failing to maintain **Your Vehicle** correctly.
- 18. Loss or damage to any charging station or wall mounted charging boxes.
- 19. Loss of fuel (including Paraffin, LPG, Petrol, Diesel, Oil, Gas Oil or Electricity).
- 20. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.
- 21. Loss or damage to a **Trailer** or property inside or attached to a **Trailer**.
- 22. Loss of or damage to personal belongings.
- 23. Loss or damage to **Your Vehicle** whilst it is being used as a tool of trade.
- 24. Loss of or damage to **Your Vehicle** if there are any non-standard or non-manufacturer modifications unless the modifications have been declared to and approved by **Us**.
- 25. Loss of or damage to **Your Vehicle** caused by or arising out of the tipping operation of **Your Vehicle**.

ADDITIONAL EXCLUSIONS FOR AUTONOMOUS MODE:

If **Your Automated Vehicle** causes an accident on a **Road** or other public place whilst in **Autonomous Mode**, this section of your insurance also does not cover the following:

- 26. Accidents which take place outside of the **United Kingdom**;
- 27. Unlawful use of an **Automated Vehicle**;
- 28. Any loss or damage caused by a failure to install **Safety Software** updates that **You** or any other person named on your **Certificate of Motor Insurance** knows or ought reasonably to know are **Safety Software**;
- 29. Any loss or damage caused by alterations to **Your Vehicle's** software by **You** or any **Named Driver** on **Your Certificate of Motor Insurance**, or with **Your** or the owners' knowledge.

SECTION E – FOREIGN USE

We will provide the minimum insurance needed by the relevant law to allow **You** or any **Named Driver** 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** or any **Named Driver** visit any country which is a member of the European Union, Andorra, Bosnia and Herzegovina, Iceland, Norway, Serbia, Switzerland or Liechtenstein. There is no limit on the number of trips **You** or any **Named Driver** can make in any **Period of Insurance** but each trip must be for no more than 30 days.

Note that the minimum cover levels differ from country to country. This Policy may therefore provide **You** with less cover than you have in the **United Kingdom** and cover whilst abroad is for third party liability only up to the minimum legal requirement for that country. There is no cover for any loss or damage to **Your Vehicle**.

This cover only applies if **You** or any **Named Drivers** visit to these countries is:

- temporary and **Your** or any **Named Drivers** permanent home is in the **United Kingdom**;
- and

- for social, domestic and pleasure purposes. **You** or any **Named Driver** are not insured to take a customer/paying passengers and/or goods to a location outside of the **United Kingdom**.

SECTION F - 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. If **Your** claim is due to theft **You** or the **Named Driver** must also notify the Police within 24 hours of discovery and obtain a crime reference number.

This section of the policy excludes any claim for a lost or stolen mobile phone, where that mobile phone is used as the **Keys** for **Your Vehicle**.

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

SECTION G - 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 **Named Driver**;
- accidents occurring in, on, or about **Your Business** premises.

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

EXCLUSIONS TO SECTION G

This section of **Your** insurance does not cover the following:

1. Claims occurring prior to or after the **Period of Insurance** shown in **Your Schedule**.
2. Claims for Employer’s Liability, Professional Indemnity, Directors and Officers Liability or Products Liability whether there is another policy in force for these covers or not.
3. Claims for pure financial loss

SECTION H – NO CLAIM BONUS

Annual Policies

For each claim made by **You** or any **Named Driver** during a single **Period of Insurance**, the No Claim 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 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** or any **Named Driver** 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 **Period of Insurance**)
- Payments for emergency medical treatment fees
- Claims which are not **Your** fault where **We** have recovered all of **Our** outlay (including **Our** costs, fees or expenses (if applicable))
- Payments made for loss of **Keys** and lock replacement

An example of what would happen if **You** or any **Named Driver** 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** or any **Named Driver** were not at fault.

The table below shows how **Your** No Claim Bonus would be affected if **You** or any **Named Driver** 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 12 x 30 Day short term policies in force with **Us** for 12 consecutive renewals, providing there have been no claim(s) during that 360 day period and no gaps or breaks in cover between each of the 12 renewals.

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** or any **Named Driver** were not at fault. **You** cannot transfer **Your** no claim bonus to another person.

For short term policies **We** will use the methodology outlined above under ‘Annual Policies’ to calculate a years’ No Claim Bonus; for the purpose of calculating a years’ No Claim Bonus “Period of Insurance” shall in this instance only mean 12 x 30 Day short term policies with **Us** for 360 consecutive days (so without any breaks or gaps in cover between each of the 12 renewals).

SECTION I - GENERAL EXCLUSIONS

These general exclusions apply to all coverage under this insurance. Where these exclusions are not, or not fully, enforceable because of minimum requirements of the **Road Traffic Act We** reserve the right to seek recovery of any such amounts from **You** or the driver of **Your Vehicle** if any of these exclusions are breached.

Your insurance does not cover **You** or any **Named Driver** for:

I1 - Drivers and use

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

1. used for a purpose for which **Your Vehicle** is not insured;
2. used for renting out and/or peer to peer hire schemes;
3. driven by or is in the charge of anyone (including **You** or a **Named Driver** who is not mentioned on the **Certificate of Motor Insurance** as a person entitled to drive or who is excluded by an **Endorsement**;
4. driven by or is in the charge of anyone, including **You** or a **Named Driver**, who is disqualified from driving, does not hold a valid driving licence to drive the **Insured Vehicle**, does not comply with the conditions of their driving licence or is prevented by law from driving;
5. used on any racetrack, 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.
6. used if **You** have opted to not have **Your Vehicle's** ADAS (Advanced Driver Assistant System) recalibrated when it has previously been required or recommended by the manufacturer;
7. used after a failure to install **Safety Software** updates; and/or used after alterations to **Safety Software** not by the vehicle manufacturer;
8. used as a public emergency service, military or law enforcement vehicle;
9. used as a tool of trade.
10. used to tow more than one broken down vehicle and/or **Trailer**;
11. used under the tipping operation;
12. driven by or is in the charge of anyone (including **You**) who does not have a correct and valid **Private Hire** and/or **Public Hire** driving licence (unless they do not need this licence by law);

I2 - 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:

1. driving over the legal limit for alcohol; or
2. 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.

In the case that **You** are convicted **We** shall void or cancel the policy and retain any **Premium**.

I3 - 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:

1. more passengers than the maximum seating capacity for the **Insured Vehicle**; and/or
2. passengers in a manner likely to affect the safe driving and control of **Your Vehicle**; and/or
3. any load which is greater than the maximum carrying capacity as set by the vehicle manufacturer; and/or
4. any load which is greater than any plated weight limit of the **Insured Vehicle** and/or **Trailer**; and/or
5. any load in a manner likely to affect the safe driving and control of **Your Vehicle**; and/or
6. any load which is not properly secured; and/or
7. any load which is not evenly distributed across the axles of **Your Vehicle** and/or **Trailer**.

I4 - Airfields

Any legal responsibility, loss or damage (direct or indirect) arising whilst **Your Vehicle** 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.

I5 - 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** or any **Named Driver** need a licence from the relevant authority.

I6 - Criminal acts

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

1. in the course or furtherance of a crime; or
2. as a means of escape from, or avoidance of lawful apprehension.

I7 - 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.

I8 - Excess

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

I9 - Other contracts

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

1. is also covered by any other insurance or
2. **You** or any **Named Driver** have accepted under an agreement or contract unless **You** would have had that responsibility anyway
3. occurs outside the **United Kingdom**, other than where **We** have agreed to provide cover.

I10 - Jurisdiction

Any proceedings brought against **You** or any **Named Driver**, 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.

I11- Earthquake, riot, war and terrorism

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

1. an earthquake; or
2. war, invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, military uprising, rebellion, revolution, riot, insurrection, coup, military or usurped; or
3. acts of terrorism, as defined in the UK Terrorism Act 2000.

I12 - Nuclear/radioactive contamination

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

1. ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
2. the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment.

I13 - 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

I14 – Vehicles not running on land

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from vehicles of any kind running on rails or any vehicle not running solely on land.

I15 – Modifications to Your Vehicle

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from vehicles that have any non-standard or non-manufacturer modifications unless the modifications have been declared to and approved by **Us**.

SECTION J - GENERAL CONDITIONS

These general conditions apply to all coverage under this insurance.

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

J1 - Your responsibilities

Our agreement to insure **You** and **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; and/or
- amending **Your Premium**; and/or
- refusing **Your** claim; and/or
- the insurance being voided or cancelled.

You must, if requested, provide **Us** with all relevant information and documentation in relation to this insurance.

The **Insured Vehicle** must have an MOT (unless exempt), be taxed, plated for use as a **Private Hire** or **Public Hire** vehicle (if applicable and as appropriate to **Your** 'occupation'), 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** (and **Trailer** if applicable) 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.

J2 - Changes to Your details

You must tell **INSHUR** as soon as possible of any changes to the information **You** have provided in the **Statement of Fact**. If **You** have purchased **Your** policy via an **Insurance Advisor**, all changes are to be sent to **INSHUR** via them.

Please contact **INSHUR** (or **Your Insurance Advisor**) if **You** are not sure if information is relevant. If **You** don't tell **INSHUR** about relevant changes, **Your** insurance may not cover **You** fully, or at all.

Below are some examples of the changes **You** must advise **INSHUR** about:

1. A change of vehicle (including extra vehicles and any temporary vehicles);
 - a. If **You** sell the **Insured Vehicle**;
 - b. If **You** change an **Insured Vehicle** covered by this insurance or need cover for an extra vehicle (including a temporary vehicle), please contact **INSHUR** prior to cover for the new vehicle being required.
 - c. If cover is agreed, **INSHUR** will let **You** know about any change in **Premium** and arrange for an updated set of policy documents to be issued.
 - d. The maximum number of vehicle changes allowed in any one **Period of Insurance** is 4. If **You** change **Your Vehicle** more than this, cover may be cancelled.

2. 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);
3. A change of address;
4. A change of 'Occupation' (as declared in **Your Statement of Fact** and stated in **Your Schedule**), including any part-time work by **You** or other drivers, a change in the type of **Business** or having no work;
5. A change in the purpose for which **You** use **Your Vehicle**;
6. A new main user of **Your Vehicle**;
7. Details of any driver **You** have not told **INSHUR** 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 wish to be able to drive **Your Vehicle** (prior written agreement must be given by **INSHUR** before any such driver is covered by this Policy).
8. Details of any motoring conviction, disqualification from driving 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;
9. 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**;
10. 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;
11. If **You** plan to keep **Your Vehicle** outside the United Kingdom for more than 30 consecutive days;
12. 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.

Failing to advise **INSHUR** of any changes to the information provided in the **Statement of Fact** could lead to **Us**:

- refusing **Your** claim; and/or
- the insurance being voided or cancelled.

J3 - Claim notification

After any loss, damage or accident **You** or any **Named Driver** must give **INSHUR** full details of the incident as soon as possible by calling 0808 164 6545.

All accidents must be reported to **INSHUR** within 24 hours of the incident occurring. If **You** or any **Named Driver** fail to do this:

- **You** will be liable for an additional **Excess** of £500. This is on top of any other **Excess You** may have to pay under this insurance.

Furthermore if by failing to report to **INSHUR** within 24 hours this prejudices **Our** interests, **We** reserve the right to seek recovery of any additional costs incurred due to **Your** action or failure to act.

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

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

You must give **INSHUR** 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

J4 - Claim requirements – rights and obligations

If a claim is made which **You** or any **Named Driver** or anyone acting on **Your** behalf knows is false, fraudulent, exaggerated, or provides false or stolen documents to support a claim, **We** may:

- not pay the claim; and/or
- terminate cover under this insurance; and/or
- void the policy; and/or
- retain any **Premiums** paid; and/or
- seek recovery from **You** for any payments **We** may have made

J5 - Multiple claims arising out of any one cause

If there are a number of claims for property damage arising out of any one cause, **We** may pay **You** or the **Named Driver** up to the maximum amounts due under Section C1 (**We** will take from this amount any amounts **We** have already paid as compensation).

When these limits of liability under Section C1 have been reached, **We** will withdraw from any further action connected with settling these claims. **We** will cover any legal costs and expenses incurred with **Our** permission, up to the time **We** withdraw from dealing with the claims. **You** will then need to take over the conduct, handling, legal costs and payment of any remaining aspects of the claim.

J6 - Liability and Claim Settlement

You or any **Named Driver** must not admit to liability, 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 these actions in **Your** name or that of any **Named Driver**.

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** or any **Named Driver** 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** or any **Named Driver** fail to provide all requested information, documentation and evidence of claim damage, **We** reserve the right not to pay for damages under Section D of this policy document.

J7 - 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 **You** or the person who incurred the liability.

J8 - 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.

J9 – Cancellation

1. Your Rights and Responsibilities

You may cancel the insurance policy, without giving reason, by contacting **INSHUR** and declaring **Your** Intention to cancel (or if **Your** policy is placed via an **Insurance Advisor** broker **You** should contact the **Insurance Advisor** to cancel).

You can cancel **Your** insurance policy immediately, or from a future date. **You** cannot cancel **Your** policy from an earlier or past date.

If **You** cancel **Your Continuous Card Payment Authority**, Direct Debit payments, or finance/credit agreement this won't cancel the insurance policy **You** must contact **INSHUR** or **Your Insurance Advisor** to cancel this **Contract**.

It is **Your** responsibility to inform anyone insured under this policy that it has been cancelled.

If **You** decide to cancel the policy, **We** will give you proof of any No Claim Bonus. This will include any reduction due to claims **You** have made whilst insured with **Us**. See 'No Claim Bonus' section for more about this. Other insurers may ask for this proof.

If **You** live in Northern Ireland, the Channel Islands or the Isle of Man, **You** must return **Your Certificate of Motor Insurance** to **INSHUR** after cancellation. This applies whether **We** cancel the insurance policy or **You** cancel it.

2. Premium and charges following cancellation

If **You** cancel **Your** policy before the start date of **Your** insurance **Contract**, **We** will give a full **Premium** refund.

If **You** cancel after the start date of **Your** Insurance **Contract** **You** must pay the **Premium** and any charges **You** owe up to and including the date **Your** insurance **Contract** is cancelled.

If any claim has been made in the current **Period of Insurance**, or **You** or **We** are aware of a incident that has occurred which may give rise to a claim, **You** must pay the full **Premium** and **You** will not be entitled to any refund; if **Your Premium** is being paid by instalments (e.g **Premium** finance) any remaining instalments will still need to be paid as they fall due. If subsequently, the claim is later settled as not **Your** fault with no payments made and there are no outstanding claims any refund that is due will be issued once the claim or incident has been closed.

If **You** cancel **Your** policy and there is any outstanding **Premium** owing, it must be paid within 10 days. Where possible, **We** will apply for any outstanding amounts from the payment details held on file. Delayed payments may incur additional charges.

Where **You** have used an **Insurance Advisor** to obtain this insurance policy, **Your Insurance Advisor** may apply their own or additional charges/fees. Please see their Terms of Business with **You** for more details.

A. Annual Policies

When **You** declare **Your** intention to cancel the insurance policy, **We** will make a charge/refund of the proportional (pro-rata) amount of the **Premium** which applies to the **Period of Insurance** **You** have had where applicable and any further charges detailed below.

Details of all charges are available online and included with **Your** welcome/renewal email. Administration charges where applicable, are payable to **INSHUR** for the cost of arranging and handling **Your** policy.

Inside "14 days cooling off period"

The 14-day cooling off period only applies to new annual policies and the renewal of existing annual policies.

You may cancel the insurance policy under this sub-section, by contacting **INSHUR** or **Your Insurance Advisor** within 14 days of the policy start date and declaring **Your** requirement to cancel.

We will charge/refund the proportional (pro-rata) amount of the **Premium** which applies to the remaining **Period of Insurance**.

Outside “14 days cooling off period”

When **You** contact **INSHUR** or **Your Insurance Advisor** during the current **Period of Insurance**, outside of the 14 days following the policy start date and declare **Your** requirement to cancel the insurance policy.

We will charge/refund the proportional (pro-rata) amount of the **Premium** which applies to the remaining **Period of Insurance**.

B. Short Term / 30 Day 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.

3. Our cancellation rights

We or **INSHUR** may cancel this insurance by sending 7 days' notice, in writing, via email (to the email address **We** have on file for **You**) or to **Your** last known address.

Your insurance may be cancelled because:

- **You** break any of the General Conditions;
- **You** ignore or fail to comply with any of the General Exclusions;
- **You** fail to pay when due, any **Premium** including on a finance instalment plan/credit agreement or **Your** Credit Agreement is cancelled;
- **You** or anyone else covered by this insurance has not met the terms and conditions of the insurance;
- **You** or anyone else covered by this insurance, fail to respond to written requests for information or documentation 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.

J10 - Misrepresentation

You must always answer **Our** questions honestly and provide true and accurate information. If **You**, any other insured person or anyone acting on **Your** behalf:

- provides **Us** with false, exaggerated or misrepresented information;
- submits false, altered, forged or stolen documents;
- fails to disclose information, or
- attempts to gain an advantage under this insurance to which **You** or they are not entitled

We may take one or more of the following actions:

- amend **Your** policy to show the correct information and apply any change in **Premium** or terms;

- cancel the policy, under certain circumstances this may be with immediate effect and either:
 - return any **Premium** paid to **You**; or
 - keep the **Premium** **You** have paid;
- declare **Your** policy void (which means to treat the policy as though it never existed);
- refuse to pay **Your** claim or only pay part of **Your** claim;
- only pay a proportion of **Your** claim;
- recover any costs incurred from **You** or any other insured person;

If **We** identify any fraud, misrepresentation or attempt to gain an advantage under this insurance to which **You** are not entitled, was made deliberately or recklessly, **We** may cancel or void any other policies **You** are connected with.

J11 - 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.

J12 – Payment of Premiums and Charges

You are responsible for all **Premium** payments relating to the **Contract**. If **We** or the **Credit Provider** are unable to collect any **Premium** amount requested, **We** may cancel **Your** insurance **Contract** (see section J9).

If **You** cancel **Your Continuous Card Payment Authority**, Direct Debit payments, or finance/ credit agreement this won't cancel the insurance **Contract**. **You** must pay the **Premium** **You** owe at the point **Your** insurance **Contract** is cancelled either by **You** or **Us**.

Premiums in paid in Full

Where **You** have paid **Your Premiums** in full, if **You** are due a pro-rata refund at any point, **We** will only- credit the bank account or card used to pay for most of the insurance **Premium**, even if that account or card is not **Yours**.

If **You** are due to pay an additional **Premium** at any point, where possible, **We** will either apply for any additional amounts from the payment details held on file, or request payment directly from **You**.

Premiums paid via Premium finance

If **You** pay **Your** policy by **Premium** finance a deposit will be taken from **Your** card at point of purchase. The remaining **Premium** will then be spread across **Your** agreed instalment plan.

If **You** are due a pro-rata refund at any point, this credit will be applied to **Your** credit agreement by the **Credit Provider** who will contact **You** to advise of any changes to **Your** instalments.

If **You** are due to pay an additional **Premium** at any point, this will either be applied to **Your** credit agreement by the **Credit Provider** who will contact you to advise of any changes to **Your** instalments, or any additional amounts may be taken from the payment details held on file, or requested directly from **You**.

If **Your Premium** finance has been withdrawn by the **Credit Provider** and/or **You** have gone into default during the current **Period of Insurance**, **We** may not be able to offer this payment option. **You** will have to pay the **Premium** for the whole **Period of Insurance** in full.

If any claim has been made in the current **Period of Insurance**, or **You** or **We** are aware of a incident that has occurred that may give rise to a claim, **You** must pay the full **Premium** and **You** will not be entitled to any refund; If **Your Premium** is being paid by **Premium** finance any remaining instalments will still need to be paid to the **Credit Provider**.

If **You** have not paid the **Premium** in full, we at **Our** sole discretion may deduct the outstanding **Premium** from any claim settlement **We** make to **You**. If subsequently, the claim settled as not **Your** fault and no claim or payment is made in relation to any incident or claim, any refund that is due will be paid once the claim or incident file has been closed.

We will not refund **Premium** for changes to your policy, after a claim has been made or **You** or **We** are aware of an incident that has occurred that may give rise to a claim, in the current **Period of Insurance**.

J13 - Car sharing arrangements

You or any **Named Driver** can accept money for fuel if:

- **You** or any **Named Driver** are not carrying passengers as customers of a passenger-carrying business
- **Your Vehicle** is not made or adapted to carry more than eight passengers
- **You** or any **Named Driver** do not make a profit from carrying the passengers.

SECTION K – COMPLAINTS

How to make a complaint if things go wrong

K1 - 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:

K2 - Complaints:

The first step is to contact **INSHUR**, quoting **Your** policy number (and claim reference, if applicable) in all cases on:

Tel: 0808 164 6545 (for claims complaints) or
0808 169 9165 (for underwriting or other complaints)
Email: complaint@inshur.com
Address: Chief Executive of Inshur UK Limited
2nd Floor, 1 Jubilee Street
Brighton
BN1 1GE

K3 - Complaints Escalation Process

If **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

Website: financial-ombudsman.org.uk

This does not affect **Your** right to take legal action.

SECTION L - IMPORTANT NOTICES AND INFORMATION

L1 - Data Protection Notice

INSHUR takes your privacy very seriously. **INSHUR**, arrange and administer this **Contract** of insurance and are the data controller of the personal data that **You** provide and/or that is collected from **You** or any **Named Driver**. This means that **INSHUR** are the company responsible for deciding how **Your** data is processed.

We may work with partner organisations and service providers who are located in other countries, and as a result **Your** or any **Named Drivers** information may be processed outside the European Economic Area. In all cases **We** will make sure that this information is adequately protected.

To provide **You** with a **Contract** of insurance, **INSHUR** needs to share **Your** or any **Named Drivers** data with the **Insurance Companies** we work with. This is to allow the **Insurance Company** to consider **Your** application for insurance and to allow **Us** to deal with any claims made. The **Insurance Company** will also be data controllers in relation to the data they receive from **INSHUR** and any additional data the **Insurance Company** may collect about **You** or any **Named Driver**. This means that the **Insurance Company** are in charge of how they handle your data, **INSHUR** are not responsible for this.

When **You** choose to add an additional product to **Your** policy, or apply for **Premium** finance, **INSHUR** will also share **Your** data with the supplier of the additional product and/or **Credit Provider** to allow that product/service to be provided. The supplier and/or **Credit Provider** will also be a data controller of this data and will be responsible for how that data is processed.

If **You** purchased a **Contract** via an **Insurance Advisor**, aggregator, price comparison website, introducer or cash back website, some data may also be shared in relation to this, for example to allow **Us** to provide **You** with a quote, confirm **Your** purchase, the status of the policy or as necessary to help resolve any queries or complaints. For more information **You** will need to read the privacy policy for the relevant **Insurance Advisor**, company or website.

We might collect and share personal information about **You** or any **Named Driver** from/with:

- **You**;
- **Named Drivers**, or anyone else covered under this policy;
- **Your** family members;
- **Your** employer, contractor, driving/delivery partner or their representative;
- other companies in the insurance market;
- credit reference agencies and fraud prevention agencies including anti-fraud databases, sanction lists, court judgement and similar databases;
- government agencies such as law enforcement agencies, the DVLA, HMRC and other organisations and public bodies;
- the publicly available electoral register; and/or
- in the event of a claim, third parties including the other parties to the claim, witnesses, experts, loss adjusters, legal advisers, medical teams, authorised repairers and claims handlers.

Some agencies may in turn share this personal information with other organisations.

Most of the personal information **You** provide to **Us** is needed for **Us** to assess **Your** request for insurance, **We** will use **Your** or any **Named Drivers** information for a number of different purposes, for example to:

- provide **our** products and services to **you** and others;
- look at and consider acceptance of the possible risk in relation to **Your** prospective policy;
- set pricing levels for **Your** policy;
- assess creditworthiness and product suitability;
- check **Your** or any **Named Drivers** identity, trace and recover debts and prevent criminal activity,
- check **Your** or any **Named Drivers** claims and conviction history or for any person or property likely to be involved in the policy or a claim at any time;
- manage **Your** account(s);
- manage a claim;
- meet **Our** legal and regulatory obligations; and
- meet **Our** legitimate Interests

We may also share **Your** or any **Named Drivers** information with **Our** trusted 3rd parties for these above purposes.

If; **We** find that false or inaccurate information has been given to **Us**, **We** suspect fraud, or fraud is identified, **We** will take appropriate action. Details may be passed to the credit reference and 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.

Once **You** accept a **Contract** with **Us**, **We** may share account data with the credit reference agencies on an ongoing basis.

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

For more detailed information on how and why **We** use **Your** information, including the rights in relation to **Your** personal data, and **Our** legal grounds for using it, please go to www.inshur.com/uk/privacy.

If **You** do not have access to the internet please contact **INSHUR** or **Your Insurance Advisor** and **We** will send **You** a printed copy.

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

Address: Data Protection Executive
INSHUR UK Limited
2nd Floor, 1 Jubilee Street
Brighton
BN1 1GE
Email: compliance@inshur.com

L2 - Providing data about other people

We will sometimes need **You** to provide **INSHUR** with data about other people, for example where another person is being added to the policy as a **Named Driver**, or anyone else covered by this

policy. Where **You** give **Us** data about someone else, **You** must make sure that **You** have made that person aware of **Our** Privacy Policy www.inshur.com/uk/privacy. This is because if **We** ask **You** to confirm **Your** consent to certain data being processed, **You** are giving consent for **Your** data and any relevant data relating to any **Named Drivers** or other persons to be processed. Where **Our** privacy policy refers to “**Your** data” this also includes data about anyone else named on the policy or whose data **You** provide **Us** with.

L3 – Sending You Information

From time to time **We** may be required by law to give **You** some information or just to allow **Our** relationship to work properly. This includes information about changes in the way **Your** policy works, or about other changes in **Our** products and services that affect **You**. **We** may also need to ask **You** to do something or to give **Us** some information. In these cases **We** will contact **You** using the details **You** give **Us**. When **We** send information to **You**, **We** will send it to the most recent email, postal address or mobile number **We** have for **You**. If you don't tell **Us** promptly about a change in **Your** details, **You** may not receive information that could be important.

Once **We** have sent a message to **You**, we will assume **You** have received it, which is why it's important to look out for things like emails or texts from **Us**. **We** are always working to make **Our** services more convenient and flexible so **We** may launch new ways of communicating with **You** in the future.

L4 - 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.

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.

L5 - 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** or any **Named Driver** 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.

L6 - Call recording

You should note, for **Our** joint protection calls may be monitored and recorded for training purposes, to improve the quality of service and to detect and prevent fraud.

L7 - Your data 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 or find out more please visit **Our** website: www.inshur.com/uk/privacy.

If **You** do not have access to the internet please contact **INSHUR** or **Your Insurance Advisor**.

L8 – INSHUR Commission

INSHUR receives a commission from the **Insurance Companies** that underwrite **Your** insurance **Contract**. This commission is included in **Your Premium** and covers the costs incurred by **INSHUR** in arranging and administering **Your** policy and the costs of dealing with claims on behalf of the **Insurance Company**.

INSHUR may also receive an additional bonus from the **Insurance Company** dependent upon the underwriting profits they make on the insurance **Contracts** arranged and administered.

INSHUR also receives commission (and/or fees) from the providers of any additional products **You** may have purchased alongside **Your** policy or if **You** apply and are accepted for **Premium** finance. The commission (and/or fees) received is variable and is included in the **Premium You** pay.

L9 – INSHUR Staff Remuneration

INSHUR remunerates its employees using a combination of fixed and variable rewards that are designed to ensure they act in customers' best interests at all times. All employees receive a base salary and participate in bonus schemes that are based on overall company performance. In addition, contact centre employees also receive variable financial rewards based on the insurance policies they process, providing they also achieve high levels of customer service. Discretionary non-financial rewards (e.g. gifts) may also be given for the same reasons.

L10 - 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
Web: fscs.org.uk