

Your Pay As You Flex Motor Insurance

Supplementary cover for part-time hire and reward delivery professionals.

Policy Document

United Kingdom / 1st December 2024



Claims Helpline: 0808 164 6545 Electric, Petrol, Diesel and Hybrid all included





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WELCOME TO INSHUR

Thank You for choosing to insure through INSHUR. Our aim is to provide You with peace of mind when it comes to Your insurance needs and to make Your Insurance Contract clear and easy to understand.

INSHUR arranges and administers Your Insurance Contract, allowing You to choose the best available option to meet **Your** needs.

INSHUR is always your first point of contact if **You** have any questions, want to make changes to **Your** policy or need to make a claim.

Speaking of claims We know making a claim can be stressful, We will aim to handle things as efficiently as possible, giving You one less thing to worry about. Our motor claims service is available 24/7, 365 days a year.

IMPORTANT CONTACT INFORMATION

For Claims:

See Your Schedule for Your level of cover - 24 hours a day - 365 days a year

CLAIMS CALLING FROM THE UK: 0808 164 6545

CLAIMS CALLING FROM ABROAD: +44 114 392 1494

HAVE A QUESTION? WANT TO MAKE A CHANGE OR CONTACT US REGARDING A CHANGE? Check Your details, view or download Your documents, make changes to Your policy or read **INSHURs** FAQs, at any time, in Help Center and **Your** Dashboard.

INSHUR are here to help if you need us Log in: inshur.com/uk.

Your dashboard is easy to use and provides You with all the necessary information including how to contact INSHUR should You need to.

Alternatively You can speak to Ami, INSHUR's handy chat assistant, and get answers straight away! Or, send **INSHUR** a question through the Helpcentre for the team to reply to.

For Pay As You Flex policies, as outlined on the online journey, call centre support is limited.

Any changes made to Your policy may result in a change to Your Premium and/or Excess and there may be an administration charge or fee(s) in addition to those detailed with the Insurance Contract that INSHUR shall charge You for providing services.

Please contact INSHUR 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.



YOUR CONTRACTS

You are entering into two separate contracts:.

- 1. The first contract is with INSHUR UK Ltd (INSHUR Terms of Business):
 - 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.
 - o You may review the regulatory status of **INSHUR** on the Financial Services Register by visiting www.register.fca.org.uk.
 - o INSHUR are the ones responsible for arranging and administering Your policies/Insurance Contracts on Your behalf. INSHUR are the intermediary between You and the **Insurance Company**.
 - o Your contract with INSHUR (INSHUR Terms of Business) sets out the Terms and Conditions under which INSHUR will arrange and administer any insurance policies on Your behalf and any fee(s) in addition to those detailed with the Insurance Contract that **INSHUR** shall charge **You** for providing insurance intermediary services.
 - You will only need to contact INSHUR during your policy term and we will arrange any changes with the Insurance Company.
 - o INSHUR acts for, and on behalf of the Insurance Companies when issuing Insurance Contracts.
- 2. The second contract is with the Insurance Company (Insurance Contract)
 - o for providing **Your** supplementary insurance policy and other related services.
 - o The Insurance Company has agreed to cover You, based on the information You provided, subject to the terms and conditions outlined in the Insurance Contract, against any liability, loss or damage that arises due to the use of your vehicle.
 - This Insurance Contract also details any Fee(s) applicable in addition to any detailed by INSHUR.

When You purchase additional products, You will enter into further contracts with INSHUR and each Insurance Company or with a supplier for these services.



YOUR POLICY DOCUMENT

'Your Pay As You Flex motor insurance policy document' forms part of Your legal Contract with Us, it explains and defines exactly, Your insurance policy and will let You know how You and Your vehicle is covered by this policy. Please read it carefully so You understand exactly what You are covered for.

Please read this alongside any Schedule which shows the level of cover and use You have chosen, Your Statement of Fact, Endorsements or Certificate of Motor Insurance, You have received from INSHUR.

Your 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** know.

YOUR INSURANCE CONTRACT

Your Insurance Contract is based upon the information that you gave INSHUR in the quote, proposal form or **Statement Of Fact**. If any of the information contained therein is incorrect **You** must advise **INSHUR** immediately.

This Insurance 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**.

Four documents together form the legally binding Insurance Contract between You the policyholder (who acts on behalf of themselves and any Named Driver) and Us:

- This Pay As You Flex motor insurance policy document: describing Your cover and how We manage Your insurance.
- Certificate of Motor Insurance: this is evidence You have insurance that complies with the Road Traffic Act and shows the Insured Vehicle, who can drive the Insured Vehicle, Your Insurance Company, what it can be used for and the Period of Cover.
- Schedule: this shows details about You, Your Insurance Company, the insured vehicle, Your level of cover, Occupation and Named Drivers. It also shows you which sections, excesses and **Endorsements** apply to **Your Insurance Contract**.
- Statement Of Fact: this records the information You gave at the start or renewal of Your policy, on which **Your** cover has been based.

In return for Your Premium, the Insurance Company agrees to provide the cover shown in the Schedule for the Period of Insurance stated in the Schedule on the terms set out in this Insurance Contract.

Please remember to read all parts of the **Insurance 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 **Insurance Contract**.



THE LAW APPLICABLE TO THIS INSURANCE CONTRACT

This Insurance Contract 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 in writing; or
- At the start date of the Contract, You are a resident of (or in the case of a company or partnership, the registered office or principal place of business is in) Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply.

RIGHTS OF THIRD PARTIES

Your Insurance Contract is between You and Us: it is not our intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else the right to enforce this **Insurance Contract**. This does not affect any right or remedy of a third party which exists or is available apart from the Act.

FAIR PRESENTATION

Your Insurance Contract and Your Premium is based upon the information that You gave INSHUR in the proposal form, Statement Of Fact and before or during a renewal. If any of the information contained therein is incorrect You must advise INSHUR immediately.

The Insurance Companies acceptance of this Insurance Contract, risk and the Premium calculated is based on the information presented to the **Insurance Company** being a Fair Presentation of the risk to be insured by You, including any unusual or special circumstances which increase the risk, and any particular concerns which You may have about Your risk and the cover required.

The term Fair Presentation does not apply where **You** are any natural person acting for purposes not related to **Your** trade, **Business** or profession.

DECLARATION OF NON ADVISORY SALES

You did not receive advice or a recommendation from INSHUR or 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.

KEEPING TO THE TERMS OF THE POLICY

We will only pay claims if:

- Any person claiming has met with all the terms of the policy, as far as they apply.
- The declaration and information given on the **INSHUR** website or during a telephone conversation (or shown in the Statement of Fact), is complete and correct as far as You know and to Your knowledge.
- You or any Named Driver on Your Statement of Fact informs the DVLA and INSHUR of health conditions, which require notification to the DVLA.



PAY AS YOU FLEX COVER

This Insurance Contract provides cover supplementary to Your underlying personal Social, Domestic and Pleasure (SD&P) motor vehicle insurance in respect of Your use of the Insured Vehicle for delivery or courier work undertaken on behalf of an Approved Delivery Partner.

It provides cover for your liability to others and, if selected, damage to Your Vehicle, arising out of such use, subject to the terms of this Insurance Contract.

CONDITIONS FOR SUPPLEMENTARY COVER FOR HIRE AND REWARD

It is a condition of this policy that a separate and valid **Underlying SD&P Policy** is in force on the Insured Vehicle with another insurer during the Period of Insurance. Proof of your Underlying SD&P Policy may be required at inception, each subsequent policy renewal and/or in the event of a claim under this Insurance Contract.

No cover will be provided under this policy outside of any Actual Time Driven. It is therefore vital that you have a valid Underlying SD&P Policy and that this Underlying SD&P Policy allows You to have supplementary cover for the carriage of goods for hire and reward.

It is a further condition of this policy that your delivery or courier work is carried out on behalf of an **Approved Delivery Partner.**

You will arrange Blocks or Shifts with the Approved Delivery Partner and these Blocks or Shifts will be adjusted to the Actual Time Driven following the start and end of your shift. We will provide cover for the Actual Time Driven only as supplied to INSHUR by the Approved **Delivery Partner**. No cover will be provided under this policy outside of any **Actual Time Driven**. It is therefore vital that You have a valid Underlying SD&P Policy which allows You to have supplementary cover for the carriage of goods for hire and reward.

As part of this policy, We will allow up to 15 minutes of additional commuting time to and from the Approved Delivery Partner's depot (where applicable) at the beginning and end of each of Your Actual Time Driven shifts. This extension is intended to allow for the pick-up of goods and return of any undelivered goods. The additional commuting time is only valid either side of Your Blocks or Shifts and no other vehicle use in these additional 15 minute periods will be allowed. If You need more than 15 minutes commuting time to and from any Approved Delivery Partner's depot You may need a full courier delivery policy or to include commuting use within your Underlying SD&P Policy.

We cannot upgrade cover over and above that of your Underlying SD&P Policy so cover will be issued on the following basis:

Cover on Your Underlying SD&P Policy	Maximum cover INSHUR offer
Third Party Only	Third Party Only
Third Party Fire & Theft	Third Party Only
Comprehensive	Comprehensive



WALLET, OPERATION AND PREMIUM CALCULATION

Your Wallet is where INSHUR holds Your Premium to pay for Your Actual Time Driven. The Wallet sits alongside and forms part of Your Insurance Contract. You can see a unique view of Your Wallet, its transactions, Premium balance, Your current hourly Premium rate and the charged **Actual Time Driven** to the minute, by logging in to **Your** online dashboard.

All Premium collected (sometimes call credit) is held as unearned Insurance Premium on behalf of the Insurer in an Insurer monies account.

Premium is collected in advance of Your Blocks or Shifts with Your Approved Delivery Partner and any Actual Time Driven.

INSHUR will collect and hold 40 hours of Premium (including IPT) for You in Your Wallet at inception of Your policy with Us.

INSHUR will also collect Premium top ups, every time Your Wallet balance reaches 16 hours or less of Premium based on Your current hourly Premium rate. INSHUR will notify You in advance via email and automatically top up Your Wallet by 24 hours of Premium (based on Your current hourly Premium rate) using the pre-approved payment method previously supplied to INSHUR (this is to ensure Premium is always in Your Wallet to pay for Actual Time Driven).

When You agree/book Blocks or Shifts with Your Approved Delivery Partner. The Approved Delivery Partner will use the Blocks or Shifts driven, adjust these to the Actual Time Driven and advise INSHUR of this Actual Time Driven.

INSHUR will track these times and subtract the **Actual Time Driven** driven from your **Wallet**.

You can continue delivering for the Approved Delivery Partner and Your policy with Us will remain in force and continue to renew automatically until cancelled.

At renewal any remaining balance in your Wallet will be automatically carried over to Your new policy and auto top ups will continue at **Your** new hourly rate.

Below are the Fees charged to recover some of the costs on Your Insurance Contract, all costs are inclusive of Insurance Premium Tax (IPT).

How much We'll charge You on cancellation	
If You or We cancel Your Insurance Contract	£0.00
How much We'll charge for other changes or issues	
Changes made due to policy inaccuracies	£0.00
Rejected or unpaid payment	£0.00
How much is charged by INSHUR to manage Your Wallet on Your and	Our behalf
Wallet Management Fee (taken from Your Wallet balance) (if You cancel Your Policy midterm any remaining fee will be charged to Your Wallet before any refunds are due)	

^{*}Although INSHUR will aim to take the fee every 30 days from Your Wallet, due to weekends and bank holidays we reserve the right to collect the fee within 3 business days following the 30 day period in question.



YOUR OBLIGATIONS TO US

YOUR RESPONSIBILITIES

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.

Remember, it's an offence under the Road Traffic Act to make a false statement or to withhold information in order to get motor insurance.

If You have failed to give Us or 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 Contract** being voided or cancelled.

You must, if requested, provide Us or INSHUR with all relevant information and documentation in relation to this Insurance Contract.

Obligations

You must:

- pay Your Premium to INSHUR, in order to make a claim under this policy.
- keep Your Wallet up to date and paid.
- maintain Your Vehicle (and Trailer if applicable) in a roadworthy condition and safe to drive at all times.
- protect **Your Vehicle** and its accessories from being stolen or damaged.
- look after **Your Vehicle** and ensure that it has a valid MOT (if required).
- take all reasonable steps to protect **Your Vehicle** from loss or damage.
- let **Us** (or anyone acting for **Us**) examine **Your Vehicle** at any reasonable time.
- ensure that all Your personal possessions are placed out of sight and Your Vehicle is locked at all times when unattended.
- use Your Vehicle's equipment in accordance with the manufacturers' instructions.

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

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; without the steering lock activated (where applicable)
- 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
- for motorcycles & mopeds It was left unattended for more than 30 minutes and not secured by a recommended chain and padlock;
- You or any Named Driver have not taken other reasonable precautions to protect it.



THINGS YOU'LL NEED TO TELL US ABOUT

You must advise INSHUR throughout Your policy and receive prior written agreement from **INSHUR** before continuing this policy, for:

the below changes:

- 1. **Insured Vehicle** (including extra vehicles and any temporary vehicles);
 - a. If You sell or no longer require cover for an Insured Vehicle;
 - b. Your Vehicle's registration number;
 - c. If You change an Insured Vehicle covered by this insurance or need cover for an extra vehicle (including a temporary vehicle)
- 2. If You or anyone else make changes to Your Vehicle if these make Your Vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic):
- 3. Your estimated mileage;
- 4. You or any of Your Named Drivers names, for example if you get married;
- 5. Your address or a change to the place where you keep your vehicle overnight;
- 6. Your 'Occupation' (as declared in Your Statement of Fact and stated in Your Schedule), including any part-time work by You or Named Drivers, or having no work;
- 7. The type of **Business**, its occupation or profession:
- 8. The purpose for which You use Your Vehicle;
- 9. To **Your** or any of **Your Named Drivers** Driving License information or number,
- 10. A new main user or driver of **Your Vehicle**:

any of the following:

- 1. Details of any any motor offence, prosecution pending, motoring conviction, disgualification from driving or fixed-penalty motoring offence for You, any Named Driver or any person allowed to drive Your Vehicle;
- 2. Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for You or any Named Driver allowed to drive Your Vehicle:
- 3. Details of any accident or loss (whether or not You make a claim) involving Your Vehicle or that happens while **You** are driving another or anyone else's vehicle;
- 4. Details of any accident, loss or claims against another insurance policy where **You** or any Named Driver were either the driver at the time of the incident, at fault for the incident or are the **Policyholder** of that policy.
- 5. If You plan to keep Your Vehicle outside the United Kingdom for more than 30 consecutive days;
- 6. If You or any Named Driver suffers from a disability or medical condition that must be revealed to the DVLA, whether or not the driving licence has been restricted.
- 7. If You know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

These lists are not exhaustive, if you are unsure about a change or if we require the information – contact INSHUR. You must tell INSHUR about any of these changes straight away. Failure to tell INSHUR about these changes or any changes to the information detailed on Your Statement of Fact, Schedule or Certificate of Motor Insurance, could result in Your policy being cancelled or voided (as if the policy never existed) and We may not pay Your claims.

Any changes made to Your policy may result in a change to your Premium and/or Excess and there may be an administration charge or fee(s) in addition to those detailed with the Insurance Contract that INSHUR shall charge You for providing services. If cover is agreed, INSHUR will arrange for an updated set of policy documents to be issued.

PLEASE NOTE: The maximum number of Insured Vehicle changes allowed in any one Period of Insurance is 2. If You change Your Vehicle more than this, cover may be cancelled.



CLAIMS PROCESS

CLAIMS STEPS

Nobody likes having to make a claim. But by following these simple steps You can make sure it goes smoothly and can try to reduce the amount of any claim against You, and to protect yourself against fraudulent claims.

- If your vehicle has been involved in an accident that may give 1. rise to a claim while delivering for an Approved Delivery Partner:
 - 1. Remember to Stop at the scene of the accident.
 - 2. Never admit blame or fault at the scene of an accident or offer to pay for damage. You or any Named Driver must not admit liability, negotiate on or settle 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 or download any video footage of (please send these to **INSHUR** as it may help us deal with your claim quicker):
 - 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);
 - d. Any dashcam footage: and
 - e. 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.

If your vehicle has been or attempted to be stolen, something's been stolen from it, or it has been vandalised:

- 1. You should start by calling the police within 24 hours of discovery.
- 2. **You** need to make sure you get a crime reference number.

2. WHAT TO DO IF YOU NEED TO MAKE A CLAIM CALL 0808 164 6545



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.

If you've been involved in an accident, or your vehicle has been damaged or stolen, call us on: 0808 164 6545

You or any Named Driver must report to INSHUR any potential claim or incident which may give rise to a claim, within 24 hours of an incident occurring, or You may have to pay an additional Excess as detailed in Your Schedule.

Tell **Us** if anyone else admits blame or offers to pay for **Your** repairs.

There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.

If You have 'Comprehensive' cover and You're calling to make a claim for damage to Your windscreen or windows, call the glass helpline on: 0808 164 6545

3. How we will handle your claim

After an incident, if You have cover for the damage, We will decide if Your Vehicle can be repaired.

You will then need to decide whether You want Us to arrange the repairs for You, or whether You want to arrange it yourself. We may also choose to pay You a cash amount equal to the repair.

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** guickly
- Fraud prevention to keep Your Premiums low
- Positive handling of third-party claims to keep costs down
- Sophisticated tools to help claims go smoothly

You or any Named Driver 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.

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 this policy.

CLAIM NOTIFICATIONS

After any loss, damage, any potential claim or incident which may give rise to a claim, You or any Named Driver must give INSHUR full details of the incident as soon as possible.



All potential claims or incidents which may give rise to a claim must be reported to **INSHUR** within 24 hours of the incident occurring.

If You or any Named Driver fail to do this:

You may be liable for an additional Excess as detailed in Your Schedule. 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.

IF YOUR VEHICLE IS BEING REPAIRED

Our Approved Repairer will Guarantee the

repairs for a minimum of 5 years.

We want to get You back on the Road as soon as possible. If Your Insured Vehicle is damaged in any way which is covered by this insurance, You should contact INSHUR immediately, We can talk You through the options for getting it repaired. We can, if You wish and cover is afforded by this insurance policy, organise for **Our Approved Repairers** to repair **Your Insured Vehicle**.

Using Our Approved Repairer network	Using a non-approved repairer
Repairs will be carried out by a garage in Our Approved Repairer network.	An expert claim handler will manage Your claim for You .
An expert claim handler will manage Your claim for You .	If Your Insured Vehicle can not be driven, You may have to arrange for it to be collected from the scene of the incident.*
If Your Insured Vehicle can not be driven, We	
will arrange for roadside recovery.	If Your non-approved repairer can't take Your Insured Vehicle straight away, you may have to
We will arrange for your vehicle to be securely stored if it can't be taken to an Approved	arrange for it to be stored.*
Repairer straight away.	If Your Insured Vehicle is safe to drive, You
If Your Insured Vehicle is safe to drive, We will collect the Insured Vehicle from You.	may have to arrange collection from home or elsewhere with Your non-approved repairer .*
We will agree the costs of the repairs directly with an Approved Repairer.	You will have to send us estimates for the cost of repairs, and We will need to agree this before the work starts.
Please see the WHEN CAN YOU GET A COURTESY CAR/VEHICLE section for any provision.	We won't give you a Courtesy Car while Your Insured Vehicle is in Your non-approved repairer.
We will deliver Your Insured Vehicle back to You after any repairs have been completed.	You may have to arrange for Your Insured Vehicle to be returned to You once the repairs are complete.*
Our Approved Repairer endeavour to use original equipment manufacturer (OEM)	We won't guarantee the repair work.
parts/equipment where feasible, but may use	
recycled parts as well as new parts which are not supplied by the manufacturer. All parts used	You may have to pay an additional Excess.
to repair Your Insured Vehicle will come with a guarantee.	Should Your choice of non-approved repairer result in additional costs to Us , above that of Our Approved Repairer , You will be liable for

any additional cost of repairs. If We cannot

reach an agreement on costs with the



non-approved repairer, We may at Our discretion, arrange for relocation of Your Insured Vehicle to a repairer We choose.in addition to the Excess You are obliged to pay under the Schedule.
If You choose to not use Our Approved Repairer, We will not be responsible for any delays incurred by Your choice of own garage or repair centre.

If any 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:

Courtesy Car

- 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 any Section.

*any costs of collecting, moving, storing, relocating and the return of Your Insured Vehicle as a result of using Your non-approved repairer must be paid by You.

Courtesy Vehicle

WHEN CAN YOU GET A COURTESY CAR/VEHICLE

(applies to "Comprehensive" cover for cars & vans only)

Courtesy Cars/Courtesy Vehicles are not provided for motorcycles & mopeds.

All Courtesy Cars are subject to availability and to the driver meeting the terms and conditions of hire from the Approved Repairer. If Your Insured Vehicle has been stolen and unrecovered, or if Your Insurance Company has decided not to repair Your Insured Vehicle, or if You have taken it to a non-approved repairer, You will not be offered a Courtesy Car. If You make a claim covered by Your insurance and You choose to use one of Our Approved Repairers, You will, subject to availability, be provided with a Courtesy Car for the duration of the repairs. If Your Vehicle cannot be driven, We aim to provide You with a Courtesy Car, subject to availability, within 24 hours of the claim being reported. The Courtesy Car provided is intended to keep You mobile and will not necessarily be a like-for-like replacement of Your Insured Vehicle. You will be shown on Your Schedule. You will be provided with an additional contract and policy documents detailing the cover provided by that policy. This will detail the vehicle types available, the length of time it will be available. Please read these additional documents to understand Your cover in full. Please note they cannot supply any specialist vehicles such as tippers or dropside vehicles, and all vehicles are subject to availability.
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small, standard private car or small car-derived van. The Courtesy Car can only be used for social domestic and pleasure use.
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IF YOUR VEHICLE ISN'T BEING REPAIRED

(Applies to Comprehensive and Third Party, Fire and Theft policies only).

If We advise the Insurance Company won't repair Your Insured Vehicle, as they deem Your Insured Vehicle a total loss, but have accepted Your claim, We will assess its market value.

When deciding whether Your Insured 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**.

We will calculate the market value by looking at what the cost would be to replace Your Insured Vehicle with one of a similar age, type and mileage. We will also take into account the condition of Your Insured Vehicle just before the incident and any discount on the manufacturer's recommended retail price received at the point of purchase.

We will then offer an amount in settlement of the claim.

Our offer will not exceed the:

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

and will be whichever is the lesser amount of the above.

We may deduct the Excess(es) from any overall settlement amount.

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

New Vehicles Less Than a Year Old

If You bought Your Insured Vehicle new and:

- 1. at the time of the incident it is less than a year old; and
- 2. the mileage at the time of purchase was less than 250 miles

We will arrange to get You a new one of the same make, model and specification if You want Us to. If the same vehicle is not available, We will ask You to supply Your purchase invoice and give You (unless there is outstanding finance on the Vehicle) the amount You paid for Your Insured Vehicle when you bought it.

We will always do this if the repair costs are more than 60% of replacing with a new identical one and We have permission from anyone with a financial interest in the Insured Vehicle.

Once Settled

Once We have paid and settled a Total Loss claim, Your Insured Vehicle will belong to Us unless We agree otherwise.



Where applicable, Your Insured 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.

Where applicable, for the **Insured Vehicle** to continue to be covered under this policy. **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 repaired and maintained in a roadworthy condition, otherwise any future claim may be affected.

We will allow You to apply a replacement Insured Vehicle to Your policy, so long as the replacement vehicle is advised to **INSHUR** within 7 days of settlement (the replacement vehicle is subject to any change in **Premium**).

MULTIPLE INSURED VEHICLES

If Your insurance covers more than one Insured Vehicle, cover will remain in force for any Insured Vehicles that have not been declared a total loss.

INSURED VEHICLES OWNED BY SOMEONE ELSE

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

VEHICLES SUBJECT TO A FINANCE OR LEASE / HIRE AGREEMENT

If there is any outstanding loan, lease or contract hire agreement on Your Insured Vehicle, once We determine the Market Value of the Insured Vehicle. We will pay the finance, leasing or contract company first and then settle the balance with the legal owner of the **Insured Vehicle**.

Where the Insured Vehicle is subject to a lease/hire agreement with no legal right to title, We will only pay the lease / hire company 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 to the finance, leasing or contract company, We will pay the finance company the Market Value of the **Insured Vehicle. You** may be required by the finance, leasing or contract company to pay them the balance, subject to the terms of Your agreement with them. This includes where applicable any **Electric Battery** subject to a lease or financial agreement.

Please note: if **You** have paid **Your Premium** by instalments we may subtract any outstanding **Premium** owed when settling this type of claim.

MULTIPLE CLAIMS ARISING OUT OF ANY ONE CAUSE

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

When these limits of liability 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.

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.



YOUR EXCESSES & HOW THEY WORK

There are different Excess(es) for different parts of Your policy – and You'll find the details of these in Your Schedule.

An **Excess** is the amount that **You**'ll have to pay towards each and any claim **You** make against the policy of loss or damage. For example, if **We** agree to settle your claim for £1,000 and **You** have an Excess of £100 on Your policy – We would pay You £900.

If We are repairing Your Vehicle, You may have to pay the Excess directly to the garage.

You also need to remember that sometimes more than one Excess will apply and We will add them together. For example, if the policy has an accidental damage Excess of £100 and a young driver Excess of £150, a young driver making an accidental damage claim would have to pay £250.

You only pay an Excess when You are claiming for loss or damage to Your Vehicle.



WHAT YOUR POLICY DOESN'T COVER

There are some circumstances where Your policy won't cover You. You'll see a detailed list of what is and isn't covered in the later sections of this policy. But there are some things your Insurance company won't cover You for, regardless of the circumstances. Unless in certain circumstances, We need to provide cover due to the requirements of relevant laws. Where We are required to make payments in these circumstances, **We** can recover these from **You**. Your insurance does not cover You, any Named Driver or person for, any legal responsibility, death, injury, illness, loss or damage (direct or indirect) caused by, contributed to or arising from:

Your uninsured losses, such as your Excess. These Excess(es) are shown in Your Schedule.	You or Your Vehicle unless there is a valid Underlying SD&P Policy which provides matching (or greater) cover to this Insurance Contact.
Any goods, tools or equipment being carried in the Insured Vehicle or Trailer .	Any Trailer (or their contents) whilst towed by or attached to Your Vehicle ;
Any general wear and tear, deterioration or depreciation to Your vehicle, Accessories or Charging Cables , or any damage that happens gradually.	Your Vehicle being driven by someone who is disqualified from driving, doesn't hold a valid driving licence for the Insured Vehicle type or who doesn't meet all the conditions of their licence.
Your Vehicle being driven by someone who is not mentioned on the Certificate of Motor Insurance as a person entitled to drive or who is excluded by an Endorsement. Even driving with Your permission.	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 .
Failures of Your Vehicle's equipment, breakdowns, breakage or malfunction of mechanical, electrical, electronic or computer equipment including Cyber Acts or Cyber Incidents – for example, if your sunroof, boot mechanism, bonnet, electric windows or entertainment screen won't work, open or close.	Charging Cables where You or any other person have not used the equipment, in the way Your Vehicle manufacturer advises You to, it has been used in an unsafe way or where they are not attached to or plugged into Your Vehicle.
The use of Your Keys , an application or computer system to move, summon or call Your Vehicle to another location while You or any Named Driver is not in charge and in control of Your Vehicle from the driver's seat.	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.
Death of, or bodily injury to the person driving or in charge of Your Vehicle (unless driving in Autonomous Mode).	Death of, or bodily injury to any person being carried in or on, getting onto or off, a Trailer being towed.
Claims where another insurance policy already covers the same claim or You or any Named Driver have accepted under an agreement or contract unless You would have had that responsibility anyway or occurs outside the United Kingdom , other than where We have agreed to provide cover	Any proceedings brought against You or any Named Driver , or judgement passed in any court outside the United Kingdom, unless the proceedings or judgement arises out of Your Vehicle being used in a foreign country which We have agreed to extend this insurance to cover.
Fines, penalties or compensation rewards imposed on You or any Named Driver or the cost of implementing any remedial order or publicity order	Any person not using your vehicle's equipment, such as tow bars, in the way Your Vehicle or Accessory manufacturer tells You to, or it has been used in an



intended to punish Your or any Named Drivers wrongdoing;	unsafe way or not for its intended purpose.
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 .	Any amount as compensation for You or any Named Driver not being able to use Your Vehicle (including the cost of hiring another vehicle).
Preparing, selling or supplying goods, treatment, food or drink on or from Your Vehicle or Trailer .	Any loss of Market Value of Your Vehicle as a result of damage, whether the damage is repaired or not.
Driving any other Vehicle other than Your Vehicle shown on your Certificate of Motor Insurance .	Repairs or replacements which improve the condition of Your Vehicle unless carried out by Our Approved Repairer on Our instructions.
Terrorism. Terrorism is defined as per the UK Terrorism Act 2000 or if outside of the UK an equivalent legislation. If no equivalent legislation is in place then as per the UK Terrorism Act 2000.	Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste and/or the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment.
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	Allowing Your Vehicle to be used within the course or furtherance of a crime; or criminal act, which results in a criminal conviction of any person or company.
Any Insured Vehicle that has any non-standard or non-manufacturer modifications unless the modifications have been declared to and approved by Us .	You or any Named Driver driving recklessly, without due care and attention and/or any deliberate act or omission to act that causes any loss or damage to Your Vehicle.
Damage to tyres, unless caused by a claimable event to Your Vehicle under sections B and C.	Damage due to liquid freezing in the cooling system, unless You have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
A result of deception.	Failing to maintain Your Vehicle correctly.
Plugging in to or the use of any charging station or wall mounted charging boxes.	The loss of fuel (including Paraffin, LPG, Petrol, Diesel, Oil, Gas Oil or Electricity).
Pressure waves caused by aircraft or other flying objects.	Vehicles of any kind running on rails or any vehicle not running solely on land.
Using the incorrect or inappropriate type or grade of fuel/charging station/equipment including Charging Cables	Your Vehicle being lawfully repossessed or due to confiscation, requisition or destruction by or under the order of any government, public or local authority.
Earthquakes or Volcanic eruptions.	Any incident occurring prior to or after the Period of Insurance shown in Your Schedule
Caused by thermal problems, in particular due to excessive temperatures, poor cooling or other overheating.	Covered under the legal warranty of Your Vehicle manufacturer.
Claims where Your Vehicle is used:	
For any other purpose that is not listed on your	As a public emergency service, military or law



certificate of motor insurance.	enforcement vehicle.	
Outside of any Blocks or Shifts (other than the 15 mins commuting time provided).	For deliveries for a non Approved Delivery Partner	
If You have opted to not have Your Vehicle's ADAS (Advanced Driver Assistant System) recalibrated when it has previously been required or is recommended by the manufacturer.	For racing, time trials, pace-making, used in any contest (apart from treasure hunts, road safety; and non- competitive rallies) or speed trial or is driven on any kind of racetrack, race circuit or toll road without a speed limit (such as the Nürburgring) or is involved in any rigorous reliability testing.	
by a member of Your immediate family, or a person living or visiting Your home and taking Your Vehicle without Your permission, unless that person is convicted of theft.	To carry any Hazardous goods , dangerous substances or goods for which You or any Named Driver need a licence from the relevant authority.	
To tow more than one broken down vehicle and/or Trailer.	As a means of escape from, or avoidance of lawful apprehension.	
Under any tipping operation.	As a tool of trade.	
After updating or installing any Software , code or vehicle computer not provided or recommended by the vehicle manufacturer.	After a failure to install Software updates; and/or used after alterations to Software not by the vehicle manufacturer.	
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 or any Named Driver are convicted We shall void or cancel the policy and retain any Premium .	Anywhere that the public are not permitted, or on a restricted area (areas to which the public do not have free vehicular access) such as power stations, nuclear installations or establishments, airports and dockside, refineries, bulk storage or production premises in the oil, gas or chemical industries, bulk storage or production premises in the explosive, ammunition or pyrotechnic industries. Ministry of Defence premises and Military bases.	
Claims while any Vehicle covered by this Insurance Contract is being used to carry:		
More passengers than the maximum seating capacity for the Insured Vehicle	Passengers in a manner likely to affect the safe driving and control of Your Vehicle	
Any load which is greater than the maximum carrying capacity as set by the vehicle manufacturer	Any load which is greater than any plated weight limit of the Insured Vehicle and/or Trailer	
Any load in a manner likely to affect the safe driving and control of Your Vehicle	Any load which is not evenly distributed across the axles of Your Vehicle and/or Trailer.	
Any load which is not properly secured		
Your Automated Vehicle causing an accident on a Road or other public place whilst in Autonomous Mode:		



Which take place outside of the United Kingdom	Where there is any unlawful use of an Automated Vehicle ;
By a failure to install Software updates that You or any Named Driver knows or ought reasonably to know is Software ;	By alterations to Your Vehicle's software by You or any Named Driver , or with Your or the owners knowledge
Where You or any Named Driver was not sitting in the driver's seat at the time of the accident.	Where You or any Named Driver was not coherent or awake at the time of the accident.

COVER TYPES

Your Schedule shows You what cover You have.

The different types of cover are listed below together with the sections of the policy that apply to that cover. Please review the different levels of cover We offer to ensure that the level of cover You have selected meets your needs.

Section Name	Third Party Only	Third Party, Fire & Theft	Comprehensive
Section A - Liability to Others	√	✓	✓
Section B - Loss of or Damage to Your Vehicle			✓
Section C - Damage or Loss caused by Fire or Theft		√	✓
Section D - Windscreen and Window Cover			✓
Section E- Audio, visual, communication, guidance or tracking equipment		√	✓
Section F - Foreign Use	✓	✓	✓
Section G - Loss of Keys and Replacing Locks			/
Additional Covers			

✓: section applies to that cover



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 specifically designed to be fitted to Your Vehicle that do not affect its performance, including safety equipment, spare parts and child car seats but excluding car audio, telephone, in car entertainment and/or satellite navigation systems.
- 2. Actual Time Driven the start time and end time You have driven (or ridden in the case of motorcycles & mopeds) as confirmed to **Us** by the **Approved Delivery Partner** following and Blocks or shifts driven.
- 3. Approved Delivery Partner an organisation that is approved by INSHUR and selected by You as detailed under "Occupation" in Your Schedule and Certificate of Motor Insurance for You to accept Blocks or Shifts to conduct the delivery of goods for hire and reward.
- 4. **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 this insurance.
- 5. Automated Vehicle a vehicle legally allowed to drive itself in Great Britain as defined by the Road Traffic Law.
- 6. Autonomous Mode a mode which allows the vehicle to drive itself legally, as allowed under the Road Traffic Law.
- 7. Blocks or Shifts a pre-booked or agreed time period which You carry goods for hire and reward on behalf of Your Approved Delivery Partner. This insurance policy will only be in force during these pre-booked time periods, which are then adjusted to the Actual Time **Driven** by the **Approved Delivery Partner**.
- 8. Business as necessary for Your "Occupation" as declared by You and accepted by Us, when carried out on behalf of an Approved Delivery Partner and within a corresponding Blocks or Shifts, as detailed on Your Statement of Fact and shown on Your Schedule.
- 9. 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.
- 10. 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.
- 11. Continuous Card Payment Authority the pre-approved payment method supplied to INSHUR 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.
- 12. Courtesy Car a vehicle loaned to You by Our Approved Repairer whilst the Insured **Vehicle** is being repaired after a valid claim under certain sections of this insurance.
- 13. Courtesy Vehicle If You have guaranteed hire car cover this will be shown on Your Schedule. Please refer to Your additional policy wording.
- 14. 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
- 15. 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.
- 16. 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.
- 17. **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.**
- 18. Excess the contribution and the first amount agreed by You, as Your Excess, which You pay of any claim for loss or damage; and including each additional Excess (if applicable) as shown in Your Schedule.
- 19. Fee(s) costs charged for administering Your Wallet, In or cancelling Your policy, making certain changes or missing payments.
- 20. 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
- 21. 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.
- 22. Insurance Company the Insurance Company or Lloyd's syndicate which covers you and whose names are specified in Your Schedule and/or the Certificate of Motor **Insurance**, on whose behalf an **Insurance Contract** is issued.
- 23. Insurance Contract this policy document, Statement Of Fact, the Schedule, Certificate of Motor Insurance and any Endorsements together.
- 24. **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.
- 25. 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 receipt

whichever is the lesser amount.

- 26. 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**.
- 27. Non-Approved Repairer a repairer of Your choice but if You do so You won't be entitled to the benefits available from an Approved Repairer.
- 28. **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. Cover is only valid for the Actual Time Driven as supplied to INSHUR by the Approved Delivery Partner.
- 29. Policyholder the person named under 'Policyholder details' on the Schedule, or as 'Policyholder' on the Certificate of Motor Insurance.
- 30. Premium the amount You are required to pay (as shown on the Schedule) for the Insurance Contract, Period of Insurance, any Actual Time Driven, and/or any Premium to be charged/returned from time to time (including any applicable Insurance Contract Fees).
- 31. Road any place which is a road for the purpose of any compulsory motor insurance law that operates in the **United Kingdom**.
- 32. 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**.
- 33. **Schedule** the document showing the vehicle We are insuring and the cover which applies. To be read in conjunction with any **Endorsements**.



- 34. **Software** Any software, safety critical software, firmware, operating systems, control systems, data storage including software updates which, if modified or not installed at all or correctly, would mean it was unsafe in **Our** opinion to use **Your Vehicle**.
- 35. 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.
- 36. 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). attached to Your Vehicle.
- 37. Underlying SD&P Policy a separate valid policy of motor insurance which is in force on Your Insured Vehicle and includes Social Domestic and Pleasure use.
- 38. United Kingdom England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- 39. Wallet Your wallet is where your insurance premium is held in advance of You agreeing to and working Blocks or Shifts with an Approved Delivery Partner.
- 40. We, Us, Our means the Insurance Company underwriting this policy.
- 41. You, Your the person named under 'Policyholder details' on the Schedule, or as 'Policyholder' on the Certificate of Motor Insurance or anyone acting on their behalf.
- 42. 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 A - LIABILITY TO OTHERS

What is Covered

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.

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.

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 below for defending legal proceedings, including appeals.

What isn't Covered

- 1. 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:
- 2. 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.

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.

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.

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 Software up to
- not alter Your Vehicle or Software in any way against the manufacturer's instructions.

If an accident occurs as a result of:

- failure to install **Software** updates: and/or
- alterations to **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 Software up to date or who knew of the alterations to Your Vehicle's software.

See also: "WHAT YOUR POLICY DOESN'T COVER"



SECTION B - DAMAGE TO YOUR VEHICLE

(except that caused by fire or theft)

This cover only applies if Your Schedule indicates You have "Comprehensive" cover and Your Underlying SD&P Policy also has "Comprehensive" 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.

What is Covered

We will insure Your Vehicle against loss or damage (less any **Excess** that applies) in the UK, Channel Islands or Isle of Man caused by:

Accidental or malicious damage, flood damage or vandalism;

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.

We will replace or repair, at our discretion, Your Vehicle Accessories, or Charging Cables, kept in, on or when attached to Your Vehicle, which have been specifically designed for use with Your Vehicle, on a like for like basis. The cover is provided under this section while Your Vehicle Accessories, or 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 Your **Vehicle** is fitted with any child car seats, **We** will pay for their replacement following a valid claim covered by this section, whether or not visible damage has been caused to the car seat.

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 up to £10,000 and must be carried out by an Approved Repairer.

What isn't Covered

Any Excess as shown on Your Schedule

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 or using Your Vehicle for Social, Domestic or pleasure only.

You must:

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

If an accident occurs as a result of:

Vehicle's software.

- failure to install **Software** updates; and/or
- alterations to 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 Software up to date or who knew of the alterations to Your

We will not pay more than £500 in respect of Accessories and this is subject to the policy Excess shown on Your Schedule.

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.



The most **We** will pay for **Your Vehicle** is the:

- amount it would cost **Us** to repair **Your** Vehicle at Our Approved Repairer or as otherwise agreed by Our appointed engineer;
- Market Value (as determined by Us, immediately before the loss); or
- estimated value that You last gave to Us (within the Statement of Fact); or
- sum paid within **Your** latest purchase receipt whichever is the lesser amount.

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

We will not pay more than £300 in respect of advertisements, sign-writing, specialist paintwork or logos on Your Vehicle

We will not pay more than £500 in respect of **Accessories** and this is subject to the policy Excess shown on Your Schedule.

See also: "WHAT YOUR POLICY DOESN'T COVER"

SECTION C - DAMAGE OR LOSS CAUSED BY FIRE OR THEFT

This cover only applies if Your Schedule indicates You have "Comprehensive" cover and Your Underlying SD&P Policy also has "Comprehensive" cover; and only applies to Your Vehicle.

What is Covered

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

- Fire, lightning, self-ignition and explosion;
- Theft or attempted theft or taking **Your Vehicle** away without **Your** permission.

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

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

We will replace or repair, at our discretion, Your Vehicle Accessories, or Charging Cables, kept in, on or when attached to Your Vehicle, which have been specifically designed for use with Your Vehicle, on a like for like basis. The cover is provided under this section while if caused by fire, theft, or attempted theft, Your Vehicle Accessories, or 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 Your Vehicle is fitted with any child car seats, We

What isn't Covered

Any Excess as shown on Your Schedule

This cover is only provided if the incident giving rise to the loss or damage is caused by fire, theft, or attempted theft of Your Vehicle.

You must:

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

If an accident occurs as a result of:

- failure to install **Software** updates; and/or
- alterations to 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 Software up to date or who knew of the alterations to Your Vehicle's Software.

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.



will pay for their replacement following a valid claim covered by this section, whether or not visible damage has been caused to the car seat.

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 up to £10,000 and must be carried out by an Approved Repairer.

We will not pay more than £500 in respect of Accessories and this is subject to the policy Excess shown on Your Schedule.

Loss of or damage to **Your Vehicle** by theft or attempted theft or an unauthorised person taking and driving it if:

for cars & vans

- 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
- You have not taken reasonable precautions to protect it.

for motorcycles & mopeds

- It was left unlocked, without the steering lock activated; or
- It was left with the keys (or any form of keyless / ignition control device) in or on it: or
- it was unattended for more than 30 minutes and/ or not secured by a chain and padlock; or
- You have not taken reasonable precautions to protect it.

The most **We** will pay for **Your Vehicle** is the:

- amount it would cost **Us** to repair **Your** Vehicle at Our Approved Repairer or as otherwise agreed by Our appointed engineer;
- Market Value (as determined by Us, immediately before the loss); or -estimated value that You last gave to Us (within the Statement of Fact); or -sum paid within **Your** latest purchase receipt, whichever is the lesser amount.

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

We will not pay more than £250 in respect of advertisements, sign-writing, specialist paintwork or logos on Your Vehicle

We will not pay more than £500 in respect of **Accessories** and this is subject to the policy Excess shown on Your Schedule.

See also: "WHAT YOUR POLICY DOESN'T COVER"



SECTION D - WINDSCREEN & WINDOW COVER

This cover only applies if Your Schedule indicates You have "Comprehensive" cover and Your **Underlying SD&P Policy** also has "Comprehensive" cover; and only applies to **Your Vehicle**.

Our windscreen helpline number is 0808 164 6545.

What is Covered	What isn't Covered
Windscreen damage ("Comprehensive" or "Comprehensive Plus" cover only) applies to cars and vans only.	Any Excess as shown on Your Schedule
Window damage applies to Cars and Vans only. "Comprehensive" or "Comprehensive Plus" cover is in full, for "Third Party Fire & Theft", cover is only provided where the claim is for theft or attempted theft or fire damage.	Windscreen and Window damage is excluded for motorcycles & mopeds given the nature of these vehicles.
Any bodywork scratched by broken glass from the window or windscreen (where an approved claim is made).	This benefit does not apply to damaged sunroofs, panoramic roofs, roof panels, lights or reflectors whether glass or plastic.
We operate on a 'repair first' policy. Any windscreen/window that can be repaired within the requirements of the current MOT standard will and should be attempted first, prior to any replacement.	Any windscreens or windows not made of glass.
	Any mechanical items associated with window mechanisms or damage to roofs/ hoods or removable glass roof panels of Your Vehicle
	Repairs or replacement more than the market value of Your Vehicle immediately before the time of loss.

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 a maximum of 3 claims in this section in the Period of Insurance).



SECTION E - AUDIO, VISUAL, COMMUNICATION, GUIDANCE OR TRACKING EQUIPMENT

This cover only applies if Your Schedule indicates You have "Comprehensive" cover and Your **Underlying SD&P Policy** also has "Comprehensive" cover; and only applies to **Your Vehicle**.

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.

See also: "WHAT YOUR POLICY DOESN'T COVER"

SECTION F – 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 conduct Your Business take a customer/paying passengers and/or goods to a location outside of the **United Kingdom**.

See also: "WHAT YOUR POLICY DOESN'T COVER"



SECTION G - LOSS OF KEYS AND LOCK REPLACEMENT

This cover only applies if Your Schedule indicates You have "Comprehensive" cover and Your **Underlying SD&P Policy** also has "Comprehensive" cover; and only applies to **Your Vehicle**.

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.

See also: "WHAT YOUR POLICY DOESN'T COVER"



ADDITIONAL COVERS



HOW TO MAKE A COMPLAINT

Should there ever be an occasion where You need to complain, We'll do Our best to address this as quickly and fairly as possible.

Our promise to You

If You have any reason to complain about Your insurance policy the complaints procedure is as follows:

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

Tel: 0808 164 6545 (for claims complaints) or

0808 169 9165 (for underwriting or other complaints)

complaint@inshur.com Email:

Chief Executive of Inshur UK Limited Address:

2nd Floor, 1 Jubilee Street

Brighton BN1 1GE

We'll try to resolve Your complaint as quickly as We can.

If we can't, then we'll:

- Write to you to acknowledge your complaint.
- Let you know when you can expect a full response.
- Let you know who is dealing with the matter.

In most instances, we'll be able to address your complaint within the first few days of this being notified to us. On occasion, further investigation may be necessary, but we'll provide you with a full written response to your complaint within eight weeks of notification.

WHAT TO DO IF YOU'RE NOT HAPPY WITH OUR RESPONSE

In the unlikely event that We haven't responded to your complaint within eight weeks or you're not happy with our final response you've the right to take your complaint onto the Financial Ombudsman Service but you must do so within six months of the date of our response.

The Ombudsman is an impartial complaints service, which is free for customers to use and taking your complaint to the Ombudsman doesn't affect your right to take your dispute to the courts.

You can find out more about how to complain to the Ombudsman online at: www.financial-ombudsman.org.uk.

Alternatively, you can write to the Ombudsman at: Financial Ombudsman Service **Exchange Tower** London E14 9SR

By phone: 0800 023 4567

By email: complaint.info@financial-ombudsman.org.uk



Please note that if you don't refer your complaint within the six months, the Financial Ombudsman Service won't have our permission to consider your complaint and therefore will only be able to do

so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

If you choose to take a dispute to the courts, this contract is governed by English law, and you and We agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

FINANCIAL SERVICES COMPENSATION SCHEME

We and Your Insurance Company are covered by the Financial Services Compensation Scheme (FSCS). In the very unlikely event that INSHUR were to go bust, your insurance policy would still remain valid in the event that you needed to make a claim.

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:

Financial Services Compensation Scheme, Address:

10th Floor, Beaufort House

15 St Botolph Street

London EC3A 7QU

0800 678 1100 or 0207 741 4100 Tel:

Email: enquiries@fscs.org.uk

Web: fscs.org.uk



HOW YOUR POLICY CAN BE CANCELLED

HOW YOU CAN CANCEL YOUR POLICY

Cancellation can only be authorised by the **Policyholder**.

You may cancel the insurance policy, without giving reason, by contacting INSHUR and declaring **Your** Intention to cancel.

If You cancel your policy You will choose whether this takes effect immediately or from a later date (if applicable), but You cannot backdate the cancellation to an earlier date.

If You cancel Your Continuous Card Payment Authority, this won't cancel the insurance policy You must contact INSHUR to cancel this Insurance Contract.

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

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.

Premium and charges following cancellation

How much money You get back or have to pay from Your Wallet when You cancel Your policy will depend on the reason for cancellation, how long You've had it for and whether or not there is any additional Actual Time Driven due to be deducted.

If You cancel Your policy before the start date of Your Insurance Contract or before any Actual **Time Driven**, **We** will give a full **Premium** refund less any applicable Fees.

If You cancel after the start date of Your Insurance Contract You must pay any Premium due for Actual Time Driven and any charges or Fees You owe up to and including the date Your **Insurance Contract** is cancelled.

If You cancel Your policy and there is any outstanding Premium owing for Actual Time Driven, it must be paid within 10 days. Where possible, **INSHUR** will either deduct any outstanding amounts from Your Wallet or if there is not enough to cover the Premium in the Wallet from the payment details held on file. Delayed payments may incur additional charges.

Pav As You Flex Policies

You may cancel the insurance policy under this sub-section, by contacting INSHUR and declaring **Your** requirement to cancel.

When You declare Your intention to cancel the insurance policy, We will make a charge/refund of any amount more or less than the Actual Time Driven Premium which applies to the Period of **Insurance You** have had where applicable.

Any administration charges or Fee(s) due for the Period of Insurance where applicable, are payable at this point in full. (if **Fee(s)** are due every 30 days you will be required to pay the full remaining Fee(s) for the Period of Insurance i.e 90 day Period of Insurance, £1 per 30 days = £3 per Period of Insurance).



OUR RIGHTS TO CANCEL OR VOID YOUR POLICY

We or INSHUR have the right to cancel this policy at any time 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. We'll tell You the reason why. Reasons why We may decide to cancel Your policy include, but won't be limited to:

- You break any of the Conditions;
- You fail to pay when due, any Premium;
- You or anyone else covered by this insurance ignore, fail to comply or 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);
- You made a mistake when providing Us with the information shown on Your Statement of Fact or this information has changed and We are no longer willing to cover You or You are refusing to pay the correct **Premium**.
- 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

If We or INSHUR cancel your policy, the same method to calculate any refund will be used as if You cancelled the policy Yourself and INSHUR will apply any applicable fee(s) in addition to those detailed with this **Insurance Contract**, however, there are some exceptions.

If You have withheld or given us incorrect information because You didn't take care when communicating with Us, We or INSHUR can decide to void Your policy instead of cancelling it. When the term void is used, We mean We'll treat Your policy as though it had never existed. In these circumstances You would receive a full refund but We wouldn't have to pay any existing claims.

If We or INSHUR discover that You have committed fraud.misrepresentation or deliberately withheld information, or acted recklessly when communicating with Us or INSHUR.

If we cancel or void your policy because of fraud

If We or INSHUR find that You or anyone acting on Your behalf has committed fraud, Your policy will be immediately cancelled or **We** or **INSHUR** will declare it void from the start. If We or INSHUR cancel or void Your policy because of fraud, You will not receive a refund and We will refuse to pay any fraudulent claims. Similarly, We will make You repay any money we've paid out for any claims since the date the fraud first occurred, even if they were not fraudulent.

To be clear, when **We** make you repay any money paid out for claims, **We** mean all claim payments including any investigation fees or legal costs paid by Us or INSHUR.



PROTECTION AGAINST FRAUD AND MISREPRESENTATION

Fraud and misrepresentation impact on everyone, **We** take certain measures to prevent them.

TELLING THE TRUTH

It's really important that You or anyone acting on Your behalf is honest with INSHUR and Us when buying a policy, updating the policy or making a claim. Providing wrong or misleading information that You know could either help You gain financially, or cause INSHUR or Us to suffer a financial loss, is fraud and pushes up the cost of insurance for all customers.

If We or INSHUR do find that You have defrauded Us to obtain or change a policy, We or INSHUR may void the policy and You may not get a refund. This means that We would treat the policy as though it had never been issued.

If You have carelessly provided misleading information We or INSHUR may leave Your policy in place but only pay part of any claim you make.

If You commit fraud or We or INSHUR find that a deliberate or reckless misrepresentation has been committed **We** or **INSHUR** will have the right to:

- Void **Your** policy without refund (treat it as if it never existed) and refuse to pay any claim.
- Cancel all policies which You have with Us (if through INSHUR or any other partner) and apply any relevant fees for each.
- Refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated.
- Recover any costs incurred including investigation and legal costs.
- Refuse to pay any claim or make **You** repay any money **We** have already paid out in claims.

We or INSHUR will also tell other insurers and anti-fraud databases, which could affect Your ability to get access to insurance and other financial services in the future.

We or INSHUR may also let the police know, who may choose to bring charges against You that could ultimately result in a prosecution.

So please make sure that You're always honest with Us and INSHUR, so that We can pay claims You make, and keep the cost of Our insurance down for all Our customers.

Fraud

A person is committing fraud if they or anyone acting on their behalf knowingly:

- Make a fraudulent or false claim in full or in part:
- by providing false information in order to influence your insurer to accept a claim;
- by exaggerating the amount of the claim; or
- by supplying false or invalid documents in support of a claim.

Misrepresentation

We or INSHUR would class a deliberate or reckless misrepresentation as a person or anyone acting on their behalf knowingly, or without care:

- providing answers to questions which are dishonest, inaccurate or misleadingly incomplete, or
- misleading INSHUR or Us in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium.

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



IMPORTANT NOTICES AND INFORMATION

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, INSHUR will also share Your data with the supplier of the additional product to allow that product/service to be provided. The supplier will also be a data controller of this data and will be responsible for how that data is processed.

If You purchased an Insurance Contract via an Insurance Advisor, aggregator, price comparison website, introducer, cash back website or Approved Deliver Partner, 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, 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 and We will send You a printed copy.

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

Data Protection Executive Address:

INSHUR UK Limited

2nd Floor, 1 Jubilee Street

Brighton BN1 1GE

ukcompliance@inshur.com Email:

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.

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.

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.

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.

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.

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**.



PAYMENT OF PREMIUMS AND CHARGES

You are responsible for all Premium payments relating to the Insurance Contract. If INSHUR are unable to collect any Premium amount requested, We or INSHUR may cancel Your Insurance

If You cancel Your Continuous Card Payment Authority with INSHUR 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, INSHUR or Us.

If any claim has been made in the current Period of Insurance, or You or We are aware of an incident that has occurred that may give rise to a claim, You must pay the full Premium due. 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.

If You are due a pro-rata refund at any point, INSHUR will only refund/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, INSHUR will either apply for any additional amounts from the payment details held on file, request payment directly from **You** or change any hourly rate and advise of any future 24hr top ups.

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.