



Your Motor Insurance

Policy Document

United Kingdom / 1st December 2024



Claims Helpline: 0808 164 6545

Electric, Petrol, Diesel and Hybrid all included



www.inshur.com

CONTENTS

WELCOME TO INSHUR	4
IMPORTANT CONTACT INFORMATION	4
Claims Calling from the UK: 0808 164 6545	4
Claims Calling from Abroad: +44 114 392 1494	4
Have a question? Want to make a change or contact us regarding a change?	4
YOUR CONTRACTS	5
YOUR POLICY DOCUMENT	6
YOUR INSURANCE CONTRACT	6
THE LAW APPLICABLE TO THIS INSURANCE CONTRACT	7
RIGHTS OF THIRD PARTIES	7
FAIR PRESENTATION	7
DECLARATION OF NON ADVISORY SALES	7
KEEPING TO THE TERMS OF THE POLICY	7
YOUR OBLIGATIONS TO US	8
Your Responsibilities	8
Keeping Your Vehicle safe	8
THINGS YOU'LL NEED TO TELL US ABOUT	9
CLAIMS PROCESS	10
CLAIMS STEPS	10
CLAIM NOTIFICATIONS	11
IF YOUR VEHICLE IS BEING REPAIRED	12
WHEN CAN YOU GET A COURTESY CAR/VEHICLE	13
IF YOUR VEHICLE ISN'T BEING REPAIRED	14
MULTIPLE INSURED VEHICLES	15
INSURED VEHICLES OWNED BY SOMEONE ELSE	15
VEHICLES SUBJECT TO A FINANCE OR LEASE / HIRE AGREEMENT	15
MULTIPLE CLAIMS ARISING OUT OF ANY ONE CAUSE	15
COMPULSORY INSURANCE LAWS	15
YOUR EXCESSES & HOW THEY WORK	16
WHAT YOUR POLICY DOESN'T COVER	17
COVER TYPES	20
DEFINITIONS	21
SECTION C - DAMAGE OR LOSS CAUSED BY FIRE OR THEFT	27
SECTION D - WINDSCREEN & WINDOW COVER	28
No claim bonus and windscreen cover	29
SECTION E - AUDIO, VISUAL, COMMUNICATION, GUIDANCE OR TRACKING EQUIPMENT	29
ADDITIONAL COVERS	31
PUBLIC LIABILITY COVER	31
NO CLAIM BONUS	32
HOW TO MAKE A COMPLAINT	34
What to do if you're not happy with our response	34
Financial Services Compensation Scheme	35
HOW YOUR POLICY CAN BE CANCELLED	36
HOW YOU CAN CANCEL YOUR POLICY	36
Premium and charges following cancellation	36

OUR RIGHTS TO CANCEL OR VOID YOUR POLICY	37
Protection against Fraud and Misrepresentation	38
TELLING THE TRUTH	38
Sanctions	38
IMPORTANT NOTICES AND INFORMATION	39
Data Protection Notice	39
Providing data about other people	40
Sending You Information	40
Profiling	41
Motor Insurance Database (MID)	41
Call recording	41
Your data rights	41
Payment of Premiums and Charges	42
Car sharing arrangements	42

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.

Unless **You** have an **Insurance Advisor**, **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

For windscreen and window glass claims: 0808 164 6545

Have a question? Want to make a change or contact us regarding a change?

If you have an **Insurance Advisor** please contact them directly in the first instance.

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 either Log in: inshur.com/uk or call us on 0808 169 9165

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 online policies, as outlined in **Your** customer 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 from **INSHUR**.

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

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.
 - You may review the regulatory status of **INSHUR** on the Financial Services Register by visiting www.register.fca.org.uk.
 - **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**.
 - **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) that **INSHUR** shall charge **You** for providing insurance intermediary services.
 - **You** will only need to contact **INSHUR** or **Your Insurance Advisor** during your policy term and we will arrange any changes with the **Insurance Company**.
 - **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)**
 - for providing **Your** Insurance policy and other related services.
 - 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.

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

Credit is subject to status and affordability and is provided by **Credit Providers** with whom **INSHUR** have a commercial relationship. Terms & Conditions Apply. Further details may be provided on request.

If **You** have an **Insurance Advisor** **You** will also enter into separate contracts or terms with them, please contact **Your Insurance Advisor** directly.

YOUR POLICY DOCUMENT

'Your 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 or Your **Insurance Advisor**.

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 or Your **Insurance Advisor** know.

YOUR INSURANCE CONTRACT

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

5 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 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 and 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 **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.
- **Endorsements**:

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 **Us** or **Your Insurance Advisor** 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** or **Your Insurance Advisor** 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 **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, via a price comparison site, via **Your Insurance Advisor** (if applicable) 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.

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 being voided or cancelled.

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

Obligations

You must:

- pay **Your Premium** to **INSHUR**, or have agreed to pay via instalments in order to make a claim under this policy.
- keep **Your** agreed instalments 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) and/or plated for use as a Private Hire or Public Hire vehicle (if applicable).
- take all reasonable steps to protect **Your Vehicle** from loss or damage.
- let **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** policy 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 annual 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 **You** or any of **Your Named Drivers** Driving License information or number,
10. A new main user or driver of **Your Vehicle**;
11. Any driver who **You** wish to be able to drive **Your Vehicle**;

any of the following:

1. Details of any any motor offence, prosecution pending, motoring conviction, disqualification 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 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** or **Your Insurance Advisor**. **You** must tell us about any of these changes straight away. Failure to tell **Us** 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 by **INSHUR**. 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 4. 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.

1. **If your vehicle has been involved in an accident that may give rise to a claim:**

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

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** will 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

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 covered 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
<p>Repairs will be carried out by a garage in Our Approved Repairer network.</p> <p>An expert claim handler will manage Your claim for You.</p> <p>If Your Insured Vehicle can not be driven, We will arrange for roadside recovery.</p> <p>We will arrange for your vehicle to be securely stored if it can't be taken to an Approved Repairer straight away.</p> <p>If Your Insured Vehicle is safe to drive, We will collect the Insured Vehicle from You.</p> <p>We will agree the costs of the repairs directly with an Approved Repairer.</p> <p>Please see the WHEN CAN YOU GET A COURTESY CAR/VEHICLE section for any provision.</p> <p>We will deliver Your Insured Vehicle back to You after any repairs have been completed.</p> <p>Our Approved Repairer endeavour to use original equipment manufacturer (OEM) parts/equipment where feasible, but may use recycled parts as well as new parts which are not supplied by the manufacturer. All parts used to repair Your Insured Vehicle will come with a guarantee.</p> <p>Our Approved Repairer will Guarantee the repairs for a minimum of 5 years.</p>	<p>An expert claim handler will manage Your claim for You.</p> <p>If Your Insured Vehicle can not be driven, You may have to arrange for it to be collected from the scene of the incident.*</p> <p>If Your non-approved repairer can't take Your Insured Vehicle straight away, you may have to arrange for it to be stored.*</p> <p>If Your Insured Vehicle is safe to drive, You may have to arrange collection from home or elsewhere with Your non-approved repairer.*</p> <p>You will have to send us estimates for the cost of repairs, and We will need to agree this before the work starts.</p> <p>We won't give you a Courtesy Car while Your Insured Vehicle is in Your non-approved repairer.</p> <p>You may have to arrange for Your Insured Vehicle to be returned to You once the repairs are complete.*</p> <p>We won't guarantee the repair work.</p> <p>You may have to pay an additional Excess.</p> <p>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</p>

	<p>discretion, arrange for relocation of Your Insured Vehicle to a repairer We choose.*</p> <p>in addition to the Excess You are obliged to pay under the Schedule.</p> <p>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.</p>
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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;
- 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**.

WHEN CAN YOU GET A COURTESY CAR/VEHICLE

(applies to “Comprehensive” and “Comprehensive plus” cover for cars & vans only)

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

Courtesy Car	Courtesy Vehicle
<p>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.</p> <p>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.</p> <p>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.</p> <p>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 provided with either a small, standard private car or small car-derived</p>	<p>If You have comprehensive plus cover or the guaranteed hire car cover this will be shown on Your Schedule.</p> <p>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 and when a vehicle will be available.</p> <p>Please read these additional documents to understand Your cover in full.</p> <p>Please note they cannot supply any specialist vehicles such as tippers or dropside vehicles, and all vehicles are subject to availability.</p>

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 fully 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:

- **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.

The insurance cover for that **Insured Vehicle** will end when **You** accept a total loss offer. **You** will not receive a refund of Premium if **Your** insurance ends due to the total loss of **Your Insured Vehicle**.

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.

On Annual Policies only, **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 excesses 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:

<p>Your uninsured losses, such as your Excess. These Excesses are shown in Your Schedule.</p>	<p>Any general wear and tear, deterioration or depreciation to Your vehicle, Accessories or Charging Cables, or any damage that happens gradually.</p>
<p>Any goods, tools or equipment being carried in the Insured Vehicle or Trailer.</p>	<p>Any Trailer (or their contents) whilst towed by or attached to Your Vehicle;</p>
<p>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.</p>	<p>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.</p>
<p>Claims where applicable if Your Vehicle is driven by or is in the charge of anyone (including You) who does not have a correct and valid Private Hire and/or Public Hire licence (unless they do not need this licence by law).</p>	<p>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.</p>
<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>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.</p>
<p>Death of, or bodily injury to the person driving or in charge of Your Vehicle (unless driving in Autonomous Mode).</p>	<p>Death of, or bodily injury to any person being carried in or on, getting onto or off, a Trailer being towed.</p>
<p>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</p>	<p>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.</p>

Fines, penalties or compensation rewards imposed on You or any Named Driver or the cost of implementing any remedial order or publicity order intended to punish You or any Named Drivers wrongdoing;	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 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 certificate of motor insurance .	As a public emergency service, military or law enforcement vehicle.
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: <ul style="list-style-type: none"> 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 You 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	Comprehensive Plus
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				
Public Liability - Taxi only				✓

✓ : 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. **Approved Repairer** - a motor vehicle repairer which is a member of **Our** approved repairer network and is authorised by **Us** to repair the **Insured Vehicle** after a valid claim under Section D of this insurance.
3. **Automated Vehicle** - a vehicle legally allowed to drive itself in Great Britain as defined by the **Road Traffic Law**.
4. **Autonomous Mode** - a mode which allows the vehicle to drive itself legally, as allowed under the **Road Traffic Law**.
5. **Business** - as necessary for **Your** "Occupation" as declared by **You** to and accepted by **Us** on **Your Statement of Fact** and shown on **Your Schedule**. Note **Your Certificate of Motor Insurance** and **Schedule** will state whether cover is extended to include social domestic and pleasure use.
6. **Certificate of Motor Insurance** - a document which is legal evidence of **Your** insurance and which forms part of this document, and which **You** must read with this document.
7. **Charging Cables** - the cables used to connect **Your Vehicle** when charging **Your Vehicles Electric Battery**, if **Your Vehicle** is an **Electric or Plug-in Hybrid Vehicle**.
8. **Continuous Card Payment Authority** - the pre-approved payment method supplied to **Us** to collect any **Premium** due at inception, renewal, after an alteration to **Your** policy or in the case of usage based policies a top up to the **Premium** after credit has been used.
9. **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.
10. **Courtesy Vehicle** - If **You** have comprehensive plus cover or the guaranteed hire car cover this will be shown on **Your Schedule**. Please refer to **Your** additional policy wording.
11. **Credit Provider** - a **Premium** finance company who will fund some or all of the **Premium** due for a given **Period of Insurance** at an agreed interest rate and over an agreed instalment plan.
12. **Cyber Act or Cyber Incident** - a malicious or criminal act or an error, failure or unavailability affecting any computer system of **Your Vehicle**, including but not limited to: computer virus, hacking, denial of service or unauthorised access, corruption or deletion of data.
13. **Electric Battery** - the battery designed by **Your Vehicle** manufacturer, contained within **Your Vehicle** as a fuel source, and when used on its own, will propel an **Electric or Plug-In Hybrid Vehicle**.
14. **Electric or Plug-In Hybrid** - an **Insured Vehicle** which uses electricity as its main or in the case of a **Plug-In Hybrid Vehicle** as a proportion of its fuel source, where that fuel source is stored within a vehicle **Electric Battery** and is charged via a **Charging Cable**.
15. **Endorsement** - a change in the terms of the insurance which replaces the standard

insurance wording, and is printed on, or issued with, the current schedule of **Endorsements**.

16. **Excess** - 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**.
17. **Hazardous Goods** - explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances
18. **INSHUR** - refers to INSHUR UK Ltd, 2nd Floor, 1 Jubilee Street, Brighton, BN1 1GE, who arrange and manage this insurance. INSHUR UK Ltd is Authorised and Regulated by the Financial Conduct Authority under firm reference number 916800.
19. **Insurance Advisor** - an Insurance Intermediary or Broker who are responsible for arranging and administering **Your** insurance **Contract** on **Your** behalf.
20. **Insurance Company** - the **Insurance Company** or Lloyd's syndicate which covers you and whose names are specified in **Your Schedule** and/or the **Certificate of Motor Insurance**, on whose behalf an **Insurance Contract** is issued.
21. **Insurance Contract** - this policy document, **Statement Of Fact**, the **Schedule**, **Certificate of Motor Insurance** and any **Endorsements** together.
22. **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**.
23. **Market Value** - the cost of replacing **Your Vehicle** with another one of the same make, model, year, specification, of similar age, mileage and condition at the time of an accident or loss. This value is based on research from industry recognised motor trade guides, and possibly a review from an engineer. The cost will not exceed the:
 - **Market Value**; or
 - estimated value that **You** last gave to **Us** (within the **Statement of Fact**); or
 - sum paid within **Your** latest purchase receiptwhichever is the lesser amount.
24. **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**.
25. **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**.
26. **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**.
27. **Policyholder** - the person named under 'Policyholder details' on the **Schedule**, or as 'Policyholder' on the **Certificate of Motor Insurance**.
28. **Private Hire** - use of a passenger-carrying vehicle for the carriage of passengers for hire or reward, other than under a Hackney Carriage licence.
29. **Premium** - the amount **You** are required to pay (as shown on the **Schedule**) for the

Insurance Contract and **Period of Insurance**, and/or any **Premium** to be charged/returned from time to time (excluding any applicable Fees).

30. **Public Hire** - use of a passenger-carrying vehicle under the terms of a Hackney Carriage licence.
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. **United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
38. **We, Us, Our** - means the **Insurance Company** underwriting this policy.
39. **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 .
40. **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	What isn't Covered
<p>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.</p> <ul style="list-style-type: none"> • 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. <p>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.</p>	<ol style="list-style-type: none"> 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. <p>This exclusion:</p> <ul style="list-style-type: none"> • 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. <p>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.</p>
<p>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.</p>	
<p>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.</p>	<p>We will not cover or reimburse any regulatory or criminal fines, penalties or compensation awards imposed on You or any Named Driver.</p> <p>We will not provide this cover:</p> <ul style="list-style-type: none"> • 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

	<p>behalf using, or You having or owning, a motor vehicle or Trailer where compulsory insurance or security is required by the Road Traffic Act;</p> <ul style="list-style-type: none"> • 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.
<p>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.</p>	<p>This cover only applies in the United Kingdom and to the extent We must provide it under the Road Traffic Act.</p>
<p>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.</p> <p>If Your Vehicle is involved in an accident whilst not in Autonomous Mode please see the cover provided by Section C1.</p> <p>If Your Automated Vehicle causes an accident on a Road or other public place whilst in Autonomous Mode</p> <p>We will cover:</p> <ul style="list-style-type: none"> • 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. <p>You must:</p> <ul style="list-style-type: none"> • 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. 	<p>If an accident occurs as a result of:</p> <ul style="list-style-type: none"> • failure to install Software updates; and/or • alterations to Software <p>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.</p>

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

What is Covered	What isn't Covered
<p>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:</p> <ul style="list-style-type: none"> Accidental or malicious damage, flood damage or vandalism; <p>For a claim under this section We will, at Our absolute discretion, either:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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.</p>	<p>Any Excess as shown on Your Schedule</p> <p>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.</p> <p>You must:</p> <ul style="list-style-type: none"> 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. <p>If an accident occurs as a result of:</p> <ul style="list-style-type: none"> failure to install Software updates; and/or alterations to Software <p>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.</p> <p>We will not pay more than £500 in respect of Accessories and this is subject to the policy Excess shown on Your Schedule.</p> <p>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.</p>
<p>The most We will pay for Your Vehicle is the:</p> <ul style="list-style-type: none"> 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, 	<p>We will not pay the VAT element of any claim if You are registered for VAT.</p> <p>We will not pay more than £300 in respect of advertisements, sign-writing, specialist paintwork or logos on Your Vehicle</p>

<p>immediately before the loss); or</p> <ul style="list-style-type: none"> • 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. 	<p>We will not pay more than £500 in respect of Accessories and this is subject to the policy Excess shown on Your Schedule.</p>
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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 “Third Party Fire & Theft”, “Comprehensive” or “Comprehensive Plus” cover; and only applies to **Your Vehicle**.

What is Covered	What isn't Covered
<p>We will insure Your Vehicle against loss or damage (less any Excess that applies) caused by:</p> <ul style="list-style-type: none"> • Fire, lightning, self-ignition and explosion; or • Theft or attempted theft or taking Your Vehicle away without Your permission. <p>For a claim under this section We will, at Our absolute discretion, either:</p> <ul style="list-style-type: none"> • 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. <p>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 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.</p> <p>Damage to Your Vehicle’s Electric Battery is covered should it be damaged as a result of an</p>	<p>Any Excess as shown on Your Schedule</p> <p>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.</p> <p>You must:</p> <ul style="list-style-type: none"> • 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. <p>If an accident occurs as a result of:</p> <ul style="list-style-type: none"> • failure to install Software updates; and/or • alterations to Software <p>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.</p> <p>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.</p> <p>We will not pay more than £500 in respect of Accessories and this is subject to the policy Excess shown on Your Schedule.</p>

<p>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.</p>	<p>Loss of or damage to Your Vehicle by theft or attempted theft or an unauthorised person taking and driving it if: for cars & vans</p> <ul style="list-style-type: none"> • it has been left unlocked; or • it has been left with the Keys (or any form of keyless entry / ignition control device) in it or on it; or • it has been left with the windows, roof panel or the roof of a convertible vehicle open; or • You have not taken reasonable precautions to protect it. <p>for motorcycles & mopeds</p> <ul style="list-style-type: none"> • 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.
<p>The most We will pay for Your Vehicle is the:</p> <ul style="list-style-type: none"> • 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 <p>whichever is the lesser amount.</p>	<p>We will not pay the VAT element of any claim if You are registered for VAT.</p> <p>We will not pay more than £250 in respect of advertisements, sign-writing, specialist paintwork or logos on Your Vehicle</p> <p>We will not pay more than £500 in respect of Accessories and this is subject to the policy Excess shown on Your Schedule.</p>

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

SECTION D - WINDSCREEN & WINDOW COVER

This cover only applies if **Your Schedule** indicates **You** have "Third Party Fire & Theft", "Comprehensive" or "Comprehensive Plus" cover; and only applies to **Your Vehicle**.

Our windscreen helpline number is 0808 164 6545.

What is Covered	What isn't Covered
<p>Windscreen damage ("Comprehensive" or "Comprehensive Plus" cover only) applies to cars and vans only.</p>	<p>Any Excess as shown on Your Schedule</p>

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

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

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

PUBLIC LIABILITY COVER

(Taxi - “Comprehensive Plus” cover only)

We will insure **You** and any other insured person in respect of amounts **You** may be liable to pay for accidents occurring in connection with **Your Business**.

This extension does not cover liability for:

- accidents caused by a motor vehicle owned, leased, hired, borrowed or operated on behalf of **You** or the **Named Driver**;
- accidents occurring in, on, or about **Your Business** premises.

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

EXCLUSIONS TO PUBLIC LIABILITY COVER

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

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

NO CLAIM BONUS

Annual Policies

For each claim made by **You** or any **Named Driver** during a single **Period of Insurance**, the No Claim Bonus available at renewal will be reduced in accordance with **Our** current step-back procedure scale.

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

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

The price of **Your** insurance policy may increase following an accident even if **You** or any **Named Driver** were not at fault. **You** cannot transfer **Your** No Claim Bonus to another person.

Claims which do not affect **Your** No Claim Bonus:

- Payments made for windscreen or window damage (up to 3 in the **Period of Insurance**)
- Payments for emergency medical treatment fees
- Claims which are not **Your** fault where **We** have recovered all of **Our** outlay (including **Our** costs, fees or expenses (if applicable))
- Payments made for loss of **Keys** and lock replacement

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

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

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

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

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

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

No claim bonus – Short term 30 Day policies

We will provide **You** with a years’ No Claim Bonus if **You** have had 12 x 30 Day short term policies in force with **Us** for 12 consecutive renewals, providing there have been no claim(s) during that 360 day period and no gaps or breaks in cover between each of the 12 renewals.

If more than one vehicle is covered by this insurance, **We** will assess the no claim bonus as if each vehicle was insured separately.

The price of **Your** insurance policy may increase following an accident even if **You** or any **Named Driver** were not at fault. **You** cannot transfer **Your** no claim bonus to another person.

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

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** or **Your Insurance Advisor**, 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)
Email: complaint@inshur.com
Address: Chief Executive of Inshur UK Limited
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:

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

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 (or if **Your** policy is placed via an **Insurance Advisor** **You** should contact them directly).

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

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

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

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

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

Premium and charges following cancellation

How much money **You** get back or have to pay when **You** cancel **Your** policy will depend on the reason for cancellation, how **You** pay for **Your** policy, how long **You've** had it for and whether or not **You've** made a claim or may need to make a claim.

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

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

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

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

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

A. Annual Policies

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

Any administration charges where applicable, are payable to **INSHUR** for the cost of arranging and handling **Your** policy.

Inside “14 days cooling off period”

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

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

B. Short Term / 30 Day Policies

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

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** including on a finance instalment plan/credit agreement or **Your** Credit Agreement is cancelled;
- **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 them.

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 fees, 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 find that **You** or anyone acting on **Your** behalf has committed fraud, **Your** policy will be immediately cancelled or **We** will declare it void from the start.

If **We** 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**.

Protection against Fraud and Misrepresentation

Fraud and misrepresentation have an impact on everyone, so 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 **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 **Us** to suffer a financial loss, is fraud and pushes up the cost of insurance for all customers.

If **We** do find that **You** have defrauded **Us** to obtain or change a policy, **We** 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** may leave **Your** policy in place but only pay part of any claim you make.

If **You** commit fraud or **We** find that a deliberate or reckless misrepresentation has been committed **We** 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 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 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**, 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 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 us or your insurer 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, or apply for **Premium** finance, INSHUR will also share **Your** data with the supplier of the additional product and/or **Credit Provider** to allow that product/service to be provided. The supplier and/or **Credit Provider** will also be a data controller of this data and will be responsible for how that data is processed.

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

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

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

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

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

- provide **our** products and services to **you** and others;
- look at and consider acceptance of the possible risk in relation to **Your** prospective policy;
- set pricing levels for **Your** policy;
- assess creditworthiness and product suitability;
- check **Your** or any **Named Drivers** identity, trace and recover debts and prevent criminal activity,

- check **Your** or any **Named Drivers** claims and conviction history or for any person or property likely to be involved in the policy or a claim at any time;
- manage **Your** account(s);
- manage a claim;
- meet **Our** legal and regulatory obligations; and
- meet **Our** legitimate Interests

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

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

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

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

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

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

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

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

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** or **Your Insurance Advisor**.

Payment of Premiums and Charges

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

If **You** cancel **Your Continuous Card Payment Authority** with **INSHUR**, Direct Debit payments, or finance/credit agreement this won't cancel the **Insurance Contract**. **You** must pay the **Premium** **You** owe at the point **Your Insurance Contract** is cancelled either by **You**, **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** and **You** will not be entitled to any refund; If **Your Premium** is being paid by **Premium** finance any remaining instalments will still need to be paid to the **Credit Provider**.

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

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

Premiums in paid in Full

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

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

Premiums paid via Premium Finance

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

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

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

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

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.