



# **INSHUR Terms of Business**

## **April 2024**

### **1. Accepting our Terms of Business**

- 1.1. By asking us or your Insurance Agent to quote for, arrange, handle or renew your insurance, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:
  - 1.1.1. The section headed 'Use of personal data', specifically the paragraph explaining how 'sensitive personal data' will be used;
  - 1.1.2. Your responsibilities;
  - 1.1.3. Payment for our services; and
  - 1.1.4. the sub-section titled 'Credit Checks';
- 1.2. For your own benefit and protection, you should read these terms carefully.
- 1.3. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us immediately.

### **2. The Financial Conduct Authority**

- 2.1. Inshur UK Ltd ("INSHUR", "we", "us", or "our") is Authorised and Regulated by the Financial Conduct Authority under firm reference number 916800 to carry on insurance distribution and credit broking activities.
- 2.2. Our permitted business is arranging, introducing, assisting in the administration and performance of general insurance contracts, credit broking and dealing as an agent in relation to non-investment insurance contracts.
- 2.3. You may view our regulatory status on the Financial Services Register by visiting the FCA's website, [register.fca.org.uk](https://register.fca.org.uk) (ref: 916800) or by contacting the FCA on 0800 1116768.

### **3. Our Service**

#### **3.1. Helping you to decide**

We source and arrange products but do not offer advice or make personal recommendations when arranging your insurance or premium finance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

As we do not advise or recommend any insurance or premium finance product by agreeing to our terms and using “the INSHUR App” you agree that you are (a) making a choice about how to proceed; and (b) checking the suitability of an insurance and premium finance product, if selected, which will meet your needs.

#### **3.2. The capacity in which we act**

3.2.1. INSHUR provides an insurance intermediation and credit broking service through a web application (“the INSHUR App”). Individuals and/or their Insurance Agents (“you” or “your”) who register and use the INSHUR App, and agree to these Terms of Business, understand that INSHUR is an intermediary and not an insurer, underwriter or credit company.

3.2.2. INSHUR act for and on behalf of the insurer and credit company when sourcing, distributing and arranging insurance and premium finance cover.

3.2.3. We have entered into sole and exclusive contractual agency relationships with one insurer and one credit company for each product available. We will give you further information about this before we finalise your insurance and premium finance contract option, confirming who would be the insurer and credit company for the product you have chosen.

3.2.4. INSHUR is a wholly owned subsidiary of INSHUR Holding Corp a Delaware company.

#### **3.3. Complaints and compensation**

3.3.1. It is our intention to provide you with an exceptional level of customer service at all times, however, should you be unhappy with “the INSHUR App” or have any cause for dissatisfaction we have a formal complaints procedure:

i. Who to contact in the first instance:

If you have a concern please contact us or your Insurance Agent in the first instance as we may be able to resolve your complaint straight away for you.

Tel: 0345 340 5535

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

Post: Inshur UK Ltd, 2<sup>nd</sup> Floor, 1 Jubilee Street, Brighton, BN1 1GE

- ii. Most complaints can be resolved within 3 business days:

We endeavour to resolve all complaints within 3 business days (a business day is defined as Monday to Friday, but excluding bank holidays).

- iii. Complaints that take longer than 3 business days to resolve:

If we have not been able to resolve your complaint to your satisfaction within 3 business days, we will keep you updated with progress and will provide you with a decision as quickly as possible.

- iv. Next steps if you are still unhappy:

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case. You will need to contact them within 6 months of the date of which your complaint was closed.

You can also ask the ombudsman to review your case if you have not received a final decision within 8 weeks of us receiving your complaint. The service they provide is free and impartial. They can be contacted as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

3.3.2. We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance distribution activities. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- i. 90% of the claim, without any upper limit; and
- ii. 100% of the claim without any upper limit for:
  - compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and
  - pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (Freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk).

#### 3.4. Purchasing insurance and premium finance

- 3.4.1. "The INSHUR App" will provide you with the ability to buy insurance and where you do not have an Insurance Agent premium finance (each a "Cover Period").
- 3.4.2. The details of the insurance cover and premium finance you purchase will be included in your policy and in any other relevant documents provided to you by the premium finance company.
- 3.4.3. The terms of the contracts are either emailed to your stated email address upon receipt of your registration and confirmation of acceptance of these terms or to your Insurance Agent.
- 3.4.4. Any insurance and premium finance purchased through "the INSHUR App" is only valid within the territory or territories indicated in the contracts.
- 3.4.5. You agree and undertake to adhere to the limitations of the contract and any insurance and premium finance schedule associated with it.
- 3.4.6. Your Certificate of Motor Insurance, Statement of Fact, IPID, Policy Wording and Policy Schedule and premium finance contract, as applicable, will be created and emailed to your stated email address upon receipt of your registration and confirmation of acceptance of these terms and any certificate in relation to a Cover Period will be available through "the INSHUR App" in your account at such time or emails to your Insurance Advisor.
- 3.4.7. We will ensure that you receive full details of your insurance and provide you with any documents that you are required to have by law.
- 3.4.8. Documentations are provided in an electronic format. Please contact us by emailing [help@inshur.com](mailto:help@inshur.com) or your Insurance Advisor if you would like paper copies, which are available in the first instance free of charge.
- 3.4.9. We provide you with the services you have requested, for example a quote or an insurance policy. When you take out a policy, we will continue your policy and provide you information in relation to it and each renewal until you or we cancel the policy. For your protection, following your renewal quote, If we do not receive your instructions to cancel the policy from the renewal date, we may, where available, automatically renew\* your policy and any connected premium finance and continue to provide you with insurance cover. You will then be liable for any premiums that fall due.

#### 3.5. Payment for our services

- 3.5.1. The payment we receive in respect of your insurance policy will be any fees we charge you and/or commission from insurers. Where we charge a fee for our services, we will always inform you of any such charge before you purchase an insurance policy.
- 3.5.2. When we sell you a policy the insurer pays us a percentage commission from the total premium. If the type of policy we sell reaches specific profit targets the insurer may also pay us an additional bonus. Where a premium finance contract is entered into the credit company will pay us a percentage of the amount of total premium. You are entitled, at any time, to request information regarding the amount of remuneration we have received as a result of arranging your insurance policy, premium finance, together with a breakdown of costs.
- 3.5.3. Quotes:
- i. As a customer, you understand that any quotation of costs provided by us is valid and guaranteed only for the period in which you have the page open with the quotation on the screen or as we may otherwise indicate to you.
- 3.5.4. Paying for policies:
- i. All payments are taken through a third-party payments process or payment service provider.
  - ii. By accepting the terms of a policy, you will be agreeing to pay the costs associated for the acceptance of the Policy (the premium and any Fees).
  - iii. You are responsible for paying the full policy premium amounts, either, up front by debit or credit card, by premium finance where cover is taken out, in which case the payment terms of the premium finance contract apply or via your Insurance Agent.
  - iiii. You are responsible for paying any fees chargeable at the point they become due or we advise they are due to be paid, either by debit or credit card or via your Insurance Agent. We may where applicable and at our discretion deduct a fee from any premium/deposit refund due to you (unless a claim has been made).
- 3.5.6. Fees and Charges:
- i. We like to be completely upfront about the fees and charges for our services. Our fees are separate to any insurance premium charges applied, for example, if your insurance premium increases because you have changed your car/van/or moved home.
  - ii. We conduct cost analysis to ensure any fees charged are justified. All Fees are based on a fee value assessment including the actual cost to INSHUR for the specific activity/services the fee relates.

iii. Our fees are non-refundable even if you cancel your insurance policy. The table below details our Insurance charges and fees.

- iii. Our fees are not applicable to:
- a. Pay as You Flex or chargeable per hour driven policies
  - b. Fleet/mini fleet policies

Fee	Description	Amount	When applied
MGA Intermediary service fee	In the agreement by you to set up your policy, is a fee that we impose for the insurance intermediary services we provide as Managing General Agent in quoting, arranging, servicing and providing new business and renewal options (where available) for a policy.	£100.00	At point of sale and renewal of a policy, when an INSHUR policy is sold/setup/renewed via a Broker or Insurance Agent.  This fee is non refundable.
Intermediary service fee	In the agreement by you to set up your policy, is a fee that we impose for the insurance intermediary services we provide in arranging, servicing and providing a renewal option (where available) on your policy. Chargeable only if the policy (new or renewed) does not complete the full period of insurance.	£50.00	This fee will become chargeable and collected from you if you cancel your policy before the renewal date. You will be charged this Intermediary service fee on top of any amounts required to be paid for your policy. We may at our discretion deduct the fee from any premium refund due to you (unless a claim has been made).
Amendment Fee	If you, or we, make certain changes to your policy	£0.00	To changes made after the first 14 days from your policy start date.
Failed payment fee	If a payment is returned unpaid by your bank or building society.	£0.00	If a payment is returned unpaid by your bank or building society.
Cancellation fee	If you cancel your policy after 14 days this fee will be charged plus an amount in proportion to the period of cover you have enjoyed.	£0.00	This fee will be applied if you cancel your policy after 14 days of cover.

### 3.6. Handling money

- 3.6.1. We act as agents of the insurer in collecting premiums and handling refunds to clients. We have entered into a written agreement with all insurers that we deal with that all premiums you pay to us are held on trust as an agent of the insurer. In accordance with this agreement, premiums are treated as being received by the insurer when received

into the insurers designated trust bank account and any premium refund is treated as received by you when it is actually paid over to you.

- 3.6.2. The relevant insurer for a policy carries the risk for any losses which may arise in the event of any winding up, liquidation, administration or insolvency of INSHUR.
- 3.6.3. From time to time we may work with third parties (credit companies) to offer you the ability to pay for premiums in instalments depending on the nature of the policy. In this instance, the terms and conditions of the relevant credit company will apply and we may assist the credit company.

### 3.7. Ending the business relationship

- 3.7.1. Subject to your immediate settlement of any outstanding premiums and fees, you may notify us that you no longer wish to do business with us and we will not impose a penalty. Notification must be clear and will be taken into immediate effect.
- 3.7.2. In circumstances where we feel we cannot continue providing services to you, we will contact you and attempt to rectify the situation on no less than two occasions.
- 3.7.3. In situations where the situation is not rectifiable we will inform you of our decision to end the business relationship and this will wind down during a discussed time frame dependent on the reason for termination.
- 3.7.4. Business will not be terminated without first informing you, the policyholder of the valid reason for termination.
- 3.7.5. Valid reasons for termination may include but are not limited to:
  - i. non-payment of premium or fees
  - ii. failure to provide requested documentation or information
  - iii. deliberate failure to comply with terms set out within the Terms of Business, insurer's or other relevant documentation
  - iv. deliberate misrepresentation or non-disclosure or attempted fraud
  - v. use of threatening or abusive behaviour or language, or intimidation or bullying of our staff / suppliers.
- 3.7.6. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business.
- 3.7.7. You will be liable to pay for any transactions concluded prior to the end of our relationship

### 3.8. Your responsibilities

- 3.8.1. You have a duty to give a fair presentation of risk to the insurer and - if applicable - to the credit company. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information.
- 3.8.2. This should include information which you and, where applicable, your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or credit company or that would put the insurer or credit company on notice that it needs to make further enquiries.
- 3.8.3. Examples of material circumstances are:
  - i. Special or unusual circumstances relating to the risk;
  - ii. Any particular concerns which led you to seek insurance cover for the risk; and
  - iii. Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.
- 3.8.4. The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer or credit company. If you are unsure whether to disclose any information you should contact us. You need to take into account the size and complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your requirements.
- 3.8.5. Failure to provide a 'fair representation' may result in a number of remedies by the insurer or credit company. If the breach was deliberate or reckless the insurer or credit company can void the contract and keep the premium or in the case of premium finance reclaim the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.
- 3.8.6. You should always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.
- 3.8.7. It is important that you read all insurance and any other documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid.



3.8.8. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. You must notify us of any changes to your circumstances (including, but not limited to, any motoring or criminal convictions or vehicle modifications) through “the INSHUR App” and in the event it is not possible to update us with your information through “the INSHUR App”, you should contact us by telephone (using the number on the website) or by emailing us at [help@inshur.com](mailto:help@inshur.com). If you are unsure about any matter, please contact us for guidance.

### 3.9. Keeping us up to date

3.9.1. It is your responsibility to keep us up to date on the following:

- i. Any changes to your personal details such as but not limited to name, address, relevant driving licence and contact details.
- ii. Any changes to your vehicle such as but not limited to when your vehicle is off road or when you have modified your vehicle.
- iii. Any changes to your work provider such as but not limited to if you start working for a new provider or leave your current provider.

3.9.2. Failure to inform us of these changes could result in you being overcharged for which you would then be liable, or the invalidation of your cover.

### 3.10. Use of personal data

3.10.1. INSHUR is registered with the Information Commissioner Office (ICO), Registration Number ZA346394. This can be viewed on the ICO website under their Register of Data Controllers.

3.10.2. INSHUR will process any personal information we obtain in the course of providing our services to you in accordance with the General Data Protection Regulation (GDPR) as per the ICO standards and in line with our Privacy Policy.

3.10.3. You confirm that the information you provide to us is correct and you understand that Your information will be: (a) used by us to undertake various background checks on you; (b) passed to an insurer or credit company and relied upon by them; and (c) otherwise used in accordance with the terms of our Privacy Policy (“Privacy Policy”).

3.10.4. As you would expect, data collected is used to provide you with the service you have requested, for example a quote or an insurance policy. When you take out a policy, we will continue to use your data to provide you with renewal quotes and we may use the data where available, to automatically renew\* your policy and continue to provide you with insurance cover.

- 3.10.5. In administering your insurances and where applicable arranging premium finance, it will be necessary for us to pass such information to insurers and other relevant product or service providers which may also provide us with business and compliance support.
- 3.10.6. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements.
- 3.10.7. Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to such data being processed by us in arranging and administering your insurances and potentially premium finance.
- 3.10.8. Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please contact [help@inshur.com](mailto:help@inshur.com).
- 3.10.9. Subject to your prior opt-in we may contact you in order to promote products or services which may be of interest to you.
- 3.10.10. We will not otherwise use or disclose the personal information we hold without your consent.
- 3.11. Approved work platforms and telematics
- 3.11.1. We may agree with third parties offering app or web-based platforms (each an “Approved Platform”) that we will work with them to offer insurance and premium finance to users of their service (“Approved Platform’s Service”). We have the right to change these terms and conditions and we will always give you reasonable notice of any changes.
- 3.11.2. If you have an account with us and are the user of an “Approved Platform” you understand and agree to:
- i. INSHUR requesting information from the “Approved Platform” in order to administer your insurance and potentially premium finance cover
  - ii. The information in question may include, but not be limited to: the exact hours worked with the “Approved Platform”, your details held with the “Approved Platform” as well as information about your use of the “Approved Platform’s Service” and any “Approved Platform” Cover Period.
- 3.11.3. We reserve the right to inform any “Approved Platform” of any cancellation of insurance and any non-payment for cover.
- 3.11.4. In order to offer competitive insurance rates to you INSHUR reserve the right to use telematics/location services.

3.11.5. Where telematics/location services are integral to the administration of your insurance policies you understand that you will be required to enable location services to INSHUR for the duration of your use of our products.

3.11.6. Should you disable location services which are integral to your policy you understand and agree that this would breach your contract with INSHUR and could result in the cancellation of your insurance and/or termination of your INSHUR account.

### 3.12. Credit checks

3.12.1. We, and other firms involved in arranging your insurance (insurers, other intermediaries or credit companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations.

3.12.2. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud.

3.12.3. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

### 3.13. Conflict of interests

3.13.1. Occasions can arise where we, or one of our associated companies clients or product providers, may have a potential conflict of interest with business being transacted for you.

3.13.2. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

### 3.14. Claims handling arrangements

3.14.1. You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation.

3.14.2. In the event of a claim you should contact us within 24 hours by:

- i. Calling the incident report helpline included on your policy documentation and available on the website and/or “the INSHUR App”;
- ii. on our claims line as detailed on the website and/or “the INSHUR App”; and
- iii. via the claims section of “the INSHUR App”.

3.14.3. You agree to use best endeavours to provide our claims team with all information related to any claim affecting you or incident involving you that may affect a policy.

3.14.4. It is your responsibility to report claims within 24 hours otherwise you will be liable to pay a late reporting excess.

### 3.15. Promotions

3.16.1. All promotions, terms relating to promotions and queries relating to promotions shall be determined by us in our absolute discretion.

#### 3.15.2. Promotion Credit:

- i. We may offer to you vouchers, credit to your account and/or other promotional credit for you to use ("Promotion Credit").
- ii. In order for you to benefit from any "Promotion Credit" and for the "Promotion Credit" to be valid you must activate the "Promotion Credit" by supplying the unique code provided (the "Unique Code") in an online application: for new users of "the INSHUR App", at the time you register for an INSHUR account; and for existing users, by submitting the unique code through your INSHUR account.
- iii. By submitting the "Unique Code", you will be deemed to confirm your agreement to these Terms of Business, any special conditions attached to the Promotion Credit.
- iv. All of these terms and conditions shall become applicable between us and you as holder or the "Promotion Credit" when you redeem the "Promotion Credit".
- v. "Promotion Credit" is not refundable or redeemable for cash or transferable.
- vi. A "Promotion Credit" (and any related Unique Code) may only be used once by its holder and may not be copied, reproduced, distributed or published either directly or indirectly in any form or stored in a data retrieval system with our prior written approval.
- vii. A Unique Code issued to INSHUR account holders for a referral promotion (a "Referral Unique Code") where the recipient of a "Referral Unique Code" once upon registering for an INSHUR account shall only receive the associated "Promotion Credit" once.
- viii. We reserve the right to withdraw or deactivate any "Promotion Credit" for any reason at any time.

### 3.16. Other matters

- 3.16.1. We have the right to change these Terms of Business and we will always give you reasonable notice of any changes.
- 3.16.2. Please refer to the website or ‘the INSHUR App’ for our latest copy of these Terms of Business.
- 3.16.3. These Terms of Business shall be governed by and construed in accordance with English Law.
- 3.16.4. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the non-exclusive jurisdiction of the English Courts.
- 3.16.5. You are responsible for regularly checking for emails from us and to ensure our emails are not sent to a junk mail folder.
- 3.16.6. We reserve the right to refuse the use of “the INSHUR App” or a part of “the INSHUR App” to any user at our absolute discretion.
- 3.16.7. We are not liable to you for any loss arising in relation to a policy contract or a claim made by you in relation to any incident. Any contractual, tortious or other liability relating to the insurance or premium finance contract is between you and the insurer or the credit company. We will not be liable to you for any loss resulting from providing our service, except for loss caused by our own negligence or wilful misconduct. In the event that we are liable, the limit of our liability shall be the value of the remuneration we have received as a result of arranging your insurance or premium finance.

\* Auto renewals are not available if you have taken your policy out through a broker/insurance agent. If you would prefer that we don’t automatically renew your policy then you can opt out of the automatic renewal process by contacting us. This means we will still generate a renewal quote but your policy will not renew unless you accept the renewal quote through a manual renewal process.

**These Terms of Business were last updated:**

<b>Last updated:</b>	<b>18th April 2024</b>	
<b>Applicable to policies Quoted</b>	<b>from</b>	<b>to</b>
	<b>22nd April 2023</b>	<b>tbc</b>