



INSHUR Terms of Business

June 2024

We want everyone to have fair and equal access to Our services, here You'll find the contractual Terms of Business (Terms) for Our products on Our websites, web applications, and any APPs (websites) including inshur.com.

This contract and these terms detail how we provide Our services to You. If You use Our website or services by asking Us to quote for, arrange, purchase, administer, or cancel an insurance policy then these terms will apply, and You are providing Your informed agreement to these terms, please make sure You've read and understood them.

1. Your contract with Us, using Our websites and accepting Our terms

- 1.1. "We" "Us" "Our" or 'INSHUR' means INSHUR UK limited.
- 1.2. "You" or "Your" means You, Our customer and/or Your Insurance Agents, or anyone attached to any product.
- 1.3. You enter into two separate contracts when You take out an insurance policy through us.
 - 1.3.1. The first contract is with INSHUR (INSHUR Terms of Business) and sets out the Terms and Conditions under which INSHUR will arrange and administer any insurance policies on Your behalf and any fee(s) that We shall charge You for providing Our insurance intermediary services.
 - 1.3.2. You will also enter into a separate contract with the insurance company and INSHUR for providing Your insurance policy and other related services.
 - 1.3.3. Details of the premium charged and the Terms and Conditions relevant to the insurance policy are set out during Your quote or renewal and in Your documentation.
- 1.4. Review these terms to decide if Our services are right for You.
- 1.5. When You purchase additional products or pay for Your policy in instalments using premium finance, You will enter into further contracts with each insurer, supplier or credit provider for these services.
- 1.6. In accessing the websites, You agree to observe these Terms, as well as any other specific Terms and/or Conditions for content, functionality, or offers that may be provided on the websites.
- 1.7. Please read these terms carefully as Your use of the websites and Our services constitutes Your informed agreement and acceptance of these Terms and any conditions.
- 1.8. If You are unsure about any aspect of Our Terms or have any questions regarding Our relationship with You, please contact Us immediately.

2. The Financial Conduct Authority

- 2.1. INSHUR is a trading name of INSHUR UK LTD registered in England and Wales company number 10830222.
 - 2.1.1 INSHUR is a wholly owned subsidiary of INSHUR Holding Corp a Delaware company.
- 2.2. The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services, including insurance and Credit Broking.
 - 2.2.1 INSHUR UK LTD is Authorised and Regulated by the Financial Conduct Authority under firm reference number 916800
 - 2.2.2 INSHUR are authorised and regulated by the FCA as an insurance intermediary and sell insurance products, acting on behalf of the insurers. We are an intermediary and not an insurer or underwriter.
 - 2.2.3 We are also permitted to act as a credit broker in relation to the arranging of a monthly premium finance payment facility to finance products and services We sell, We are not a lender.
- 2.3. You may view Our regulatory status on the Financial Services Register by visiting the FCA's website, register.fca.org.uk (ref: 916800) or by contacting the FCA on 0800 1116768.

3. Our service

3.1. Helping You to decide

- 3.1.1 We source and arrange products but do not offer advice or make personal recommendations when arranging Your insurance or premium finance.
- 3.1.2 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.
- 3.1.2 As We do not advise or recommend any insurance or premium finance product by agreeing to Our Terms and using "the websites" You agree that You are (a) making a choice about how to proceed; and (b) checking the suitability of any insurance and premium finance product, if selected, will meet Your needs.

3.2. The capacity in which We act

- 3.2.1. INSHUR provides an insurance intermediation and credit broking service. We are an intermediary and credit broker, not an insurer, underwriter or credit lender.
- 3.2.2. In the majority of circumstances We will be acting on behalf of You, however, there will also be circumstances where We act on behalf of the insurer and credit company.
- 3.2.3 Examples of when We will act on behalf of the insurer include distributing insurance, cancellations, collection of documents and premiums.
- 3.2.4 We have also been granted authority by a number of insurers to conduct on their behalf the underwriting and in some cases pricing, claims and complaints handling.
- 3.2.5 Examples of when We will act on behalf of the credit company include when sourcing, distributing, and arranging premium finance cover.
- 3.2.4. We have entered into contractual agency relationships with insurers for each product available and one credit company. We will give You further information about this before We finalise Your insurance and premium finance contract options, confirming who would be the insurer and credit company for the product You have chosen.

3.3. Automatic Renewals

- 3.3.1. Prior to renewal, We will use the details You've given Us to provide You or Your insurance agent with a renewal price.
- 3.3.2. We will contact You before the end of Your policy explaining what You need to do.
- 3.3.3. Where You do not have an Insurance Agent, For Your protection, following the issuing of Your renewal quote, If We do not receive Your instructions to opt out of automatic renewal or cancel the policy from the renewal date, We may, where available, automatically renew Your policy, plus additional products and any connected premium finance and continue to provide You with insurance cover, until You or We cancel the policy.
- 3.3.4. You will then be liable for any premiums and fees that fall due. We will automatically use the payment method that You previously provided Us with (Credit/Debit Card/Premium Finance) to collect any premiums and fees due, in order to ensure You remain continuously covered.
- 3.3.5. If following auto renewal We have attempted to take a payment that is due and subsequently this payment fails or is declined, You may be charged a failed payment fee by Us or the premium finance provider where applicable.
- 3.3.6. You can ask Us to stop taking payments automatically and change Your payment method by going to Your Customer Dashboard or contacting Us.
- 3.3.7. If You would prefer that We don't automatically renew Your policy then You can opt out of the automatic renewal process through Your Customer Dashboard or 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 within Your Customer Dashboard.

3.4. Purchasing insurance and premium finance

- 3.4.1. The websites will provide You with the ability to purchase insurance and where You do not have an Insurance Agent, access premium finance.
- 3.4.2. The Terms and details of the insurance cover and any premium finance You purchase will be included in the contracts and documentation (Certificate of Motor Insurance, Statement of Fact, IPID, Policy Wording and Policy Schedule and premium finance contract (as applicable)) and are either emailed to Your stated email address or to Your Insurance Agent.
- 3.4.3. Where You do not have an Insurance Agent, Your Insurance documentation will also be available in Your Customer Dashboard.
- 3.4.4. You agree and undertake to adhere to the limitations of the insurance contract and any premium finance schedule associated with it.
- 3.4.5. 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.
- 3.4.6. Documentations are provided in an electronic format. Please contact Us by emailing help@inshur.com or Your Insurance Advisor if You would like paper copies, which are available in the first instance free of charge.
- 3.4.7. Paying for Policies:
 - i. By accepting the Terms of and setting up a policy through Us, You will be agreeing to pay Us the costs associated with and for the acceptance of the policy and contracts (the premiums and any fees).

- ii. You are responsible for paying the full policy premium amounts relating to the contracts, either, up front to Us, by premium finance or via Your Insurance Agent.
- iii. If We, the Credit Provider, or Your Insurance Agent are unable to collect any premium or fee amount requested, We may cancel Your insurance contracts.
- iiii. All up front premium payments, deposits and fees paid to us are taken through a third-party payments process or payment service provider.
- iv. Premiums paid in Full
 - If You are due a pro-rata refund at any point, We will only credit the bank account or card used to pay for most of the insurance premium, even if that account or card is not Yours.
 - If You are due to pay an additional premium at any point, where possible, We will either apply for any additional amounts from the payment details held on file by CPA, or request payment directly from You.
- v. Premiums paid via premium finance
 - Where applicable the payment Terms of the premium finance contract also apply.
 - If You pay Your policy by premium finance a deposit and any fees 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 return premium at any point, this credit will be applied to your credit agreement by the credit provider.
 - 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,
 - be taken from the payment details held on file via CPA, or
 - requested directly from You.
- vi. 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 or return premiums; If Your premium is being paid by premium finance any remaining instalments will still need to be paid to the credit provider.
- vii. 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 is settled as not Your fault and no claim or payment is made in relation to any incident or claim, then any refund that is due will be paid once the claim or incident file has been closed.
- viii. If You cancel Your Continuous Payment Authority, direct debit payments, or finance/credit agreement this won't cancel the insurance contract. You must pay the premium You owe at the point your insurance Contract is cancelled either by You or Us.
- ix. 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.

3.4.8. Continuous Payment Authority ("CPA")

- i. We operate using a Continuous Payment Authority (CPA), this is a type of recurring payment that We set up at Your financial institution using the debit or credit card details provided by You.
- ii. By entering into an agreement with Us, You are consenting to Us taking payments as and when they're due automatically for any premiums, deposits or fees for Our services or additional products by CPA.
- iii. It should be noted that this is not a Direct Debit therefore payments are not covered by the Direct Debit Guarantee.
- iv. We will use a CPA that allows Us to attempt additional transaction payments after a previous failed payment attempt. The advantage of CPA is that You will not incur any charges directly from Your bank for a failed payment that You could incur with a Direct Debit. However, You may be charged by Your bank or card issuer for overdraft fees or other fees related to Your balance.
- v. We will always specify the amount to be collected from Your card. Once the amount has been specified, We will immediately deduct the amount from Your specified account.
- vi. You can change the debit or credit card used to make the payments, at any time through the Customer Dashboard.
- vii. If You wish to cancel a CPA, You may do so at any time by contacting Your bank directly or by contacting Us.
- viii. If You cancel a CPA by contacting Your bank directly, it is still important to let Us know, as this won't cancel the Insurance Contracts or this contract with Us and You will remain responsible for paying any outstanding Premiums and any Fees/charges in full.

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 or product providers. 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.
- 3.5.3. eWhere a premium finance contract is entered into the credit company will pay Us a percentage of the amount of the total interest received.
- 3.5.4. Where You use an Insurance Agent, price comparison website or cashback website, We may pay that agent/website a fee or commission for the business they place through Us.
- 3.5.5. 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 or premium finance, together with a breakdown of costs.

3.6. Quote Validation

- 3.6.1 You understand that any quotation provided by Us for an insurance product or premium finance 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.

3.7. 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 or charges applied by an insurer, for example, if Your insurance premium increases because You have changed Your car/van/or moved home.
- ii. 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.
- iii. 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).
- iiii. 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.
- iv. Our fees are non-refundable even if You cancel Your insurance policy. The table below details Our Insurance charges and fees.

Fee	Description	Amount	When applied
MGA Intermediary service fee	<p>This is a fee which We impose under Our separate contract with You 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.</p> <p>This fee does not apply to:</p> <ol style="list-style-type: none"> i. Policies taken out directly with INSHUR ii. Pay As You Flex policies 	£100.00	<p>This fee is included in the total cost of Your policy at point of sale and renewal of a policy, when an INSHUR policy is sold/renewed via a Broker or Insurance Agent.</p> <p>This fee is non refundable.</p>
Intermediary Service Fee	<p>This is a fee which We impose under Our separate contract with You for the insurance intermediary services We provide prior to quoting and in arranging, servicing and providing a renewal option (where available) on Your main policy.</p> <p>This fee does not relate to:</p> <ol style="list-style-type: none"> i. Policies taken out through an insurance broker or agent ii. Pay As You Flex policies iii. any of the additional products We may have arranged for You. 	£80.00	<p>This fee is added to the total cost of Your insurance policy. Everyone that takes out insurance with Us is charged this Intermediary service fee on top of any amounts required to be paid for Your policies.</p> <p>This fee is non refundable.</p>
Amendment Fee	We charge this fee If You, or We, make certain changes to Your policy, to cover the administration	£0.00	If You, or We, make certain changes to Your policy more than 14 days after You receive Your policy

	time and effort taken to amend Your policy, create new policy documents and notify the relevant third parties.		documentation, an amendment fee may be charged and the cost of Your policy may increase.
Premium Finance withdrawal/ Rejection Fee	We charge this fee If You, or the credit provider, withdraws or rejects Your premium finance contract, to cover the administration time and effort taken to amend Your policy, try to collect payment and notify the relevant third parties.	£0.00	When the finance provider notifies Us that You or they have withdrawn or rejected a premium finance contract.
Failed payment fee	If a payment is returned unpaid by Your bank, building society or card issuer, to cover the administration time and effort to collect payment.	£0.00	If You fail to make a payment of premium/fees due or If a payment is returned unpaid We may charge You a fee.
Document Reprint Fee	If You request a reprinting and sending of Your paper documents not following a change to Your policy, to cover the administration time, effort taken and cost to reprint and post Your documents.	£10.00	If You request a reprinting and sending of Your paper copy documents.
Administration Correction Fee	We charge this fee If We, need to make certain changes to Your policy due to You, any other insured person or anyone acting on Your behalf, not meeting the duty of fair presentation, providing Us with false, exaggerated or misrepresented information; submitting false, altered, forged or stolen documents; fails to disclose information, or attempts to gain an advantage under any insurance to which You or they are not entitled, to cover the administration time and effort taken to amend Your policy, to collect payment or where applicable void Your policy and notify the relevant third parties.	£0.00	When We, need to make changes to Your policy due to You not meeting the duty of fair presentation, providing Us with false, exaggerated or misrepresented information; false, altered, forged or stolen documents; or attempts to gain an advantage under any insurance to which You are not entitled, or where policy avoidance is required, an Administration Correction fee may be charged. The cost of Your policy may increase or Your policy may be voided, claims refused or only paid in part and all premiums may be retained. This fee is non refundable.
Cancellation fee	We charge a cancellation fee to cover the administration time and effort taken to cancel Your main policy and notify the relevant third parties of Your request to cancel. You will also be charged an amount in proportion to the period of cover You have enjoyed. This fee does not relate to any of the additional products We may have arranged for You.	£0.00	If either You or We cancel Your main policy more than 14 days after You receive Your policy documentation, We will charge You a cancellation fee. This is providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no cancellation or refund will be given and all premiums will be due.

		<p>If You cancel additional products taken out with Your policy, but not the main policy after 14 days of receiving Your policy documentation, no refund will be given. If You cancel the main policy then any additional products taken out will also be cancelled.</p>
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3.8. Handling money

- 3.8.1. 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.
- 3.8.2. 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.
- 3.8.3. 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.

4. **Termination and Ending this Contract**

4.1 By You

- 4.1.1 Terminating Your main insurance policy will also terminate this contract.
- 4.1.2. If You decide to cancel Your insurance please contact Us to discuss as there may be other options available. Please note that cancelling Your CPA or premium finance does not cancel Your insurance policy or this contract.
- 4.1.3. For policies with a duration greater than 30 days You may have a 'Cooling off Period' in which to cancel Your policy without giving any reasons for cancellation. The "Cooling off Period" is defined as 14 days from the start of Your policy, or from the date You receive Your policy documents, whichever is later. Cancellation within the "Cooling off Period" may incur a Fee as set out above and the insurer will charge for any days of insurance cover provided (provided there have been no claims).
- 4.1.4. After the "Cooling off Period" cancellations may incur Fee as set out above. Most insurers will make a charge for the time the insurance policy has been on cover, known as 'pro rata'. Some insurers will charge a percentage of Your premium depending on how long the insurance policy has been in force, known as 'short period'. Please see Your specific policy wording for details.
- 4.1.5. Please note that some products and insurers do not offer any return premium following cancellation.
- 4.1.6. If there has been any claim made on the policy (regardless of cancellation terms), the full premium is payable and no refund will be due. If You have paid Your premium in full and have had no claims, You may be entitled to a refund of part of Your premium. If You have

chosen to pay Your premium by instalments, any refund from the insurer will be used to settle the remaining balance of Your finance before any refund due to You is calculated.

4.2. By Us

- 4.2.1. 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.
- 4.2.2. In situations where it 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.
- 4.2.3. Policies will not be terminated without first informing You, the policyholder of the valid reason for termination.
- 4.2.4. 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.

4.3. Generally

- 4.3.1. Unless otherwise agreed in writing, if Our relationship ends, any transactions previously initiated will be completed according to these Terms of Business.
- 4.3.2. You will be liable to pay for any transactions concluded prior to the end of Our relationship.

5. **Your responsibilities**

5.1. 'fair presentation'

- 5.1.1. 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 and or self employed profession to identify and verify such information.
- 5.1.2. 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.
- 5.1.3. 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.
- 5.1.4. 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 or Your Insurance Agent. 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.

5.2. Failure to provide a 'fair representation'

5.2.1. Failure to provide a 'fair representation' may result in a number of remedies by the insurer or credit company.

5.2.2. 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.

5.2.3. 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.

5.3. Important attention

5.3.1. 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.

5.4. Changes in circumstances

5.4.1. 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 websites and in the event it is not possible to update Us with Your information through the websites, You should contact Us or by emailing Us at help@inshur.com.

5.4.2. If You are unsure about any matter, please contact Us for guidance.

5.5. Note

5.5.1. Where You fail to comply with the duty of "fair presentation" or fail to make any disclosures in a way that is clear and substantially correct, We may, where We consider it applicable, charge an Administration Correction Fee.

5.6. Keeping Us up to date

5.6.1. 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.

5.6.2. 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.

6. Use of personal data

6.1. Personal data

- 6.1.1. 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.
- 6.1.2. 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.
- 6.1.3. 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”)
- 6.1.4. 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.
- 6.1.5. 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.
- 6.1.6. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements.
- 6.1.7. 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.
- 6.1.8. 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.
- 6.1.9. Subject to Your prior opt-in We may contact You in order to promote products or services which may be of interest to You.
- 6.1.10. We will not otherwise use or disclose the personal information We hold without Your consent.

7. Approved work platforms and telematics

7.1. Approved work platforms and telematics

- 7.1.1. 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.
- 7.1.2. 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.
- 7.1.3. We reserve the right to inform any “Approved Platform” of any cancellation of insurance and any non-payment for cover.
- 7.1.4. In order to offer competitive insurance rates to You INSHUR reserve the right to use telematics/location services.
- 7.1.5. 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.
- 7.1.6. 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.

8. Credit checks

8.1. Credit checks

- 8.1.1. 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.
- 8.1.2. The information is used to help tailor a price, to ascertain the most appropriate payment options for You and to help prevent fraud.
- 8.1.3. 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.

9. Conflicts

9.1. Conflict of interests

- 9.1.1. 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.
- 9.1.2. 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.

10. Claims

10.1. Claims handling arrangements

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

11. Promotions and Credits

11.1. Promotions

- 11.1.1. All promotions, terms relating to promotions and queries relating to promotions shall be determined by Us in Our absolute discretion.
- 11.1.2. 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 websites, 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 of the “Promotion Credit” when You redeem the “Unique Code”.
- 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.

12. Complaints and Compensation

12.1. Complaints

12.1.1. It is Our intention to provide You with an exceptional level of customer service at all times, however, should You be unhappy with Our services 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

Post: Inshur UK Ltd, 2nd 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

Website: www.financial-ombudsman.org.uk

12.2 Compensation

12.2.2. 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.

13. **Duration and Choice of Law**

13.1. Duration

13.1.1 The minimum duration of this contract with Us is the duration of Your related insurance policy.

13.1.2. This contract will terminate simultaneously with the termination of Your related insurance policy.

13.2. Choice of Law

13.2.1. These Terms and Conditions are governed by the laws of England and Wales unless You and We agree otherwise and such agreement has been put in writing by Us.

14. Other Matters

- 14.1. We have the right to change any of the fees or Terms and Conditions of this contract between You and Us, (i) with 30 days notice during the term of the policy if required by law or regulatory authorities, or (ii) at renewal.
- 14.2. Please refer to the website for Our latest copy of these Terms of Business.
- 14.3. You are responsible for regularly checking for emails from Us and to ensure Our emails are not sent to a junk mail folder.
- 14.4. We reserve the right to refuse the use of the websites or a part of the websites to any user at Our absolute discretion.
- 14.5. 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.

These Terms of Business were last updated:

Last updated:	25th May 2024	
Applicable to policies Quoted	from	to
	3rd June 2024	tbc