

COMMERCIAL VEHICLE (OWN GOODS) MOTOR INSURANCE

Policy Document

United Kingdom

1st October 2022

CLAIMS HELPLINE: 0808 164 6545

YOUR POLICY DOCUMENT

Welcome to **Your INSHUR** policy document. To know exactly what **Your** insurance covers with **Us**, please make sure to read this document carefully. **You** should read it alongside any **Schedule, Endorsement** or **Certificate of Motor Insurance You** have received from **INSHUR**.

This insurance is written in English and any communications **We** send to **You** about it will be in English. The law of England and Wales will apply to this contract unless:

- **You** and **We** agree otherwise or
- At the start date of the contract **You** are a resident of (or in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply

OUR AGREEMENT – YOUR INSURANCE

The information provided in the **Statement of Fact**, this policy document, the **Schedule, Certificate of Motor Insurance** and any schedule of **Endorsements** together form the contract of insurance between **You** (the insured) and **Us** (Wakam).

You should read all parts of the contract as one document. Please remember to read the contract carefully, including all terms, conditions and exceptions to ensure it meets **Your** needs.

ABOUT WAKAM

Wakam is a French insurance company with its headquarters at 120-122 rue de Réaumur 75002 Paris, France. Wakam is a French *société anonyme* (public limited company).

Wakam is authorised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR). Wakam is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority (FCA) and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the FCA's website.

More details on Wakam can be found on the Financial Services Register (register.fca.org.uk) under FCA registration number 517214.

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

Details of Wakam or **INSHUR**'s authorisation in the UK can be checked on the Financial Services Register at www.register.fca.org.uk or by calling the FCA on 0800 111 6768.

CONTENTS AND COVER

The insurance cover **You** have.

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

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Contents and Cover	✓	✓	3
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Section B - Claims Process	✓	✓	6
Section C - Liability to Others	✓	✓	8
Section D - Loss of or Damage to Your Vehicle Accidental damage Malicious damage Fire Flood Theft Vandalism Windscreen	×	✓	10
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✓: section applies to that cover

×: section does not apply to that cover

SECTION A - DEFINITIONS

The key words and terms that **We** use in this document are defined below. These words shall have the below meanings wherever **We** have printed them in bold throughout **Our** policy document, **Certificate of Motor Insurance, Schedule, Endorsements** and **Statement of Fact**:

1. **Accessories** - part(s) or accessories added to **Your Vehicle** that do not affect its performance
2. **Approved Repairer** - a motor vehicle repairer which is a member of **Our** approved repairer network and is authorised by **Us** to repair the **Insured Vehicle** after a valid claim under Section D of this insurance.
3. **Business** - use for **Your** "Occupation" as declared 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.
4. **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.
5. **Courtesy Car** - a Group A (small standard private car) vehicle loaned to **You** by **Our Approved Repairer** whilst the **Insured Vehicle** is being repaired after a valid claim under Section D of this insurance, subject to availability ("Comprehensive" cover only).

Note: A **Courtesy Car** is intended to keep **You** mobile. It is not necessarily a like for like replacement of **Your Vehicle** and can only be used for social domestic and pleasure use. All **Courtesy Cars** are subject to the driver meeting the terms and conditions of hire from the **Approved Repairer**.

6. **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**.
7. **Excess** - a contribution by **You** towards a claim under this insurance, including but not limited to a young or inexperienced driver excess, specified driver excess, late reporting excess or windscreen excess.
8. **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.
9. **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.
10. **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
 - the estimated value that **You** last gave to **Us** (within the **Statement of Fact**); or
 - the sum paid within **Your** latest purchase receipt

whichever is the lesser amount.

11. **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.
12. **Road** – any place which is a road for the purpose of any compulsory motor insurance law that operates in the **United Kingdom**.

13. **Road Traffic Act** – the Road Traffic Act 1988 or any subsequent revisions, including any acts, laws or regulations, which govern the driving or use of any motor vehicle in the **United Kingdom**.
14. **Schedule** – the document showing the vehicle **We** are insuring and the cover which applies. To be read in conjunction with the schedule of **Endorsements**.
15. **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.
16. **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).
17. **United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
18. **We, Us, Our** - means the insurer underwriting this policy; Wakam, or **INSHUR** who arrange and manage this insurance policy on behalf of Wakam.
19. **You/ Your** - the person named under ‘Policyholder details’ on the **Schedule**, or as ‘Policyholder’ on the **Certificate of Motor Insurance**.
20. **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 caravan or **Trailer**).

SECTION B - CLAIMS PROCESS

WHAT TO DO IF YOU NEED TO MAKE A CLAIM

CALL 0808 164 6545

B1 - Claims Steps

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

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

B2 - Our Service to You

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

- A market-leading customer experience
- A specialist team to handle **Your** claim
- A network of **Approved Repairers** to get **You** back on the **Road** quickly
- Fraud prevention to keep **Your** premiums low
- Positive handling of third-party claims to keep costs down
- Sophisticated tools to help claims go smoothly

B3 - Repairing Your Vehicle

If **Your** insurance covers damage to **Your Vehicle**, **We** can talk **You** through the options for getting it repaired. **We** will take care of everything:

1. If **Your Vehicle** can not be driven, **We** will arrange for roadside recovery.
2. **We** will collect the **Insured Vehicle** from **You** and deliver it back to **You** after the repairs have been completed.
3. Repairs will be carried out by a garage in **Our Approved Repairer** network, provided that's the best option for **You**.
4. If **Your Vehicle** is a car or van, **You** will be provided with a **Courtesy Car**, subject to availability, to ensure that **You** can keep mobile ("Comprehensive" cover only). The **Courtesy Car** can be used for social, domestic and pleasure use only.
5. An expert claim handler will manage **Your** claim for **You**.
6. If **You** choose to use a repair centre which is not in **Our** list of **Approved Repairers**, the above benefits may not be available. Should **Your** choice of repair centre result in additional costs, above that of **Our Approved Repairer**, **You** will be liable for up to £500 of any cost of repairs in addition to the **Excess You** are obliged to pay under the **Schedule**.

We want to get **You** back on the **Road** as soon as possible.

B4 - Keeping Your Vehicle safe

Please make sure **Your Vehicle** is locked and the keys are in a safe place.

Your insurance won't cover loss of or damage to **Your Vehicle** by theft or attempted theft, or if it's been taken by an unauthorised person if:

- It was left unlocked;
- It was left with the keys (or any form of keyless entry / ignition control device) in or on it;
- It was left with the windows, roof panel or the roof of a convertible vehicle open; or
- **You** have not taken other reasonable precautions to protect it.

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

In the event of an accident involving another party, there are a few simple steps **You** can take to try to reduce the amount of any claim against **You**, and to protect yourself against fraudulent claims.

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

SECTION C – LIABILITY TO OTHERS

C1 - Driving Your Vehicle

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

- **We** will insure **You** for all amounts **You** may legally have to pay for causing death or injury to other people.
- The most **We** will pay for property damage is £20,000,000 for any claim or claims arising out of one incident.
- At **Our** discretion, the most **We** will pay is £5,000,000 for any costs and expenses (including legal) arising out of a claim or claims from any one incident.
- If there is a property-damage claim made against more than one person covered by this insurance, **We** will first deal with any claim made against **You**.

C2 - Other people getting into or out of Your Vehicle

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

C3 - Legal costs

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

We will not cover or reimburse any fines, penalties or compensation rewards imposed on **You** or the cost of implementing any remedial order or publicity order intended to punish **You** wrongdoing.

We will not provide this cover:

- Unless the proceedings relate to an actual or alleged act, failure to act or accident that happens during the **Period of Insurance** within the **United Kingdom** and in connection with **Your Business**;
- Unless the proceedings relate to an actual or alleged act, failure to act or accident arising from **You**, or a person on **Your** behalf using, or **You** having or owning, a motor vehicle or **Trailer** where compulsory insurance or security is required by the **Road Traffic Act**;
- For any proceedings which result from a deliberate act or failure to act by **You**; or
- Where cover is provided by any other policy.

C4 - Emergency medical treatment

We will insure **You** for all amounts **You** may legally have to pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers, to the extent required by the **Road Traffic Act**.

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

EXCEPTIONS TO SECTION C

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

1. Anyone who can claim for the same loss under any other insurance policy;

2. Loss of or damage to property belonging to (or in the care of) anyone **We** insure and who is making a claim under this part of the insurance;
3. Loss of or damage to any **Trailer**, caravan or broken down vehicle (or their contents) whilst towed by or attached to **Your Vehicle**;
4. Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if **We** need to provide cover due to the requirements of relevant laws;
5. Except to the minimum extent required by the **Road Traffic Act**, any legal responsibility for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event.

This exception:

- Relates to contamination or pollution caused directly or indirectly by any substance, liquid, vapour or gas leaking or being released; and
- Includes contamination or pollution of any building or other structure, water, land or the air.

We will not pay for claims arising directly or indirectly from contamination or pollution if it is caused by any substance, liquid, vapour or gas being deliberately released or leaks caused by the failure to maintain or repair **Your Vehicle**, or any part of it.

6. Fines, penalties or compensation rewards imposed on **You** or the cost of implementing any remedial order or publicity order intended to punish **Your** wrongdoing;
7. Except to the minimum extent required by the **Road Traffic Act**, any liability resulting from, preparing, selling or supplying goods, treatment, food or drink on or from **Your Vehicle** or **Trailer**.
8. Except to the minimum extent required by the **Road Traffic Act**, any liability arising from the use of any heating, welding, cleaning, cooking or similar equipment or plant in or on **Your Vehicle** or **Trailer**, the explosion of any pressurised container in or on **Your Vehicle** or **Trailer** or which forms part of any plant or tool of trade attached to **Your Vehicle** or **Trailer**.

SECTION D - LOSS OF OR DAMAGE TO YOUR VEHICLE

D1 - Your Cover

This cover only applies if **Your Schedule** indicates **You** have “Comprehensive” cover; and only applies to **Your Vehicle**.

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

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

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

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

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

D2 - Limits to your cover

1. The most **We** will pay for **Your Vehicle** is the:
 - a. the amount it would cost **Us** to repair **Your Vehicle** at **Our Approved Repairer** or as otherwise agreed by **Our** appointed engineer;
 - b. the **Market Value** (as determined by **Us**, immediately before the loss); or
 - c. the estimated value that **You** last gave to **Us** (within the **Statement of Fact**); or
 - d. the sum paid within **Your** latest purchase receipt
 whichever is the lesser amount.
2. **We** will not pay the cost of any repair or replacement which improves **Your Vehicle** or **Accessories** to a better condition than they were in before the loss or damage. If this happens, **You** must make a contribution towards the cost of repair or replacement.
3. **We** will not pay the VAT element of any claim if **You** are registered for VAT.
4. **We** will not pay more than £300 in respect of advertisements, sign-writing, specialist paintwork or logos on **Your Vehicle** and this is subject to the policy **Excess** shown on **Your Schedule**.
5. **We** will not pay more than £500 in respect of **Accessories** and this is subject to the policy **Excess** shown on **Your Schedule**.

D3 - Excesses

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

- If **You** do not report an accident within 24 hours of it occurring, **You** will be liable for an additional **Excess** of £500.
- If **You** choose to use a non-approved repairer, **You** will have to pay an additional **Excess** amount of up to £500. This is on top of any other **Excess** that **You** may have to pay.
- If **Your Vehicle** is damaged while a young and/or new driver, in accordance with the age and inexperience ranges detailed below (including yourself) is driving, **You** will have to pay the first amount of any claim as shown below. This is on top of any other **Excesses** that **You** may have to pay.

Drivers	Amount
Aged 23 to 25 years	£150

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

D4 - Windscreen cover (applies to “Comprehensive” cover only)

Our windscreen helpline number is 0808 164 6545.

You may claim for damage to **Your Vehicle’s** windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen. This benefit does not apply to damaged sunroofs, panoramic roofs, roof panels, lights or reflectors whether glass or plastic.

The following **Excesses** apply to a windscreen claim, however there is no limit on the cost of the windscreen:

- If **Your** windscreen is replaced by **Our Approved Repairer**, **You** must pay the first £150 of any claim
- If **Your** windscreen is repaired by **Our Approved Repairer**, **You** must pay the first £50 of any claim
- If **Your** windscreen is repaired or replaced by any other company, **You** must pay the first £500 of any claim

If the only claim **You** make is for broken glass in **Your Vehicle’s** windscreen or window, including bodywork scratched by the breakage, it will not affect **Your** no claim bonus (up to 3 windscreen claims in the **Period of Insurance**).

D5 - Recovery and redelivery

After any claim under this section **We** will pay the cost of moving **Your Vehicle** from the place where the damage happened to the premises of the nearest **Approved Repairer** or a repairer/location of **Your** choice as long as it is within a similar distance. **We** will also pay the cost of delivering **Your Vehicle** back to **You** in the **United Kingdom** after repair.

Do not try to move **Your Vehicle** yourself if this could increase the damage. If unnecessary damage is caused as a result of **Your** attempts to move **Your Vehicle**, **We** will not pay any extra cost arising from that damage.

All arrangements for storage of a damaged vehicle must be agreed by **Us**. If **You** arrange storage without **Our** prior knowledge and consent **We** will not pay any extra cost arising from that arrangement where this is greater than the cost **We** negotiate with **Our Approved Repairer**.

D6 - Repairs

If **Your Vehicle** is damaged in any way which is covered by this insurance, **You** should contact **Us** immediately. **We** can, if **You** wish, organise for **Our Approved Repairers** to repair **Your Vehicle**.

Where using **Our Approved Repairer** for the repair of **Your Vehicle**, **Our Approved Repairer** will:

- Guarantee the repairs for a minimum of 5 years;
- Endeavour to use original equipment manufacturer (OEM) parts/equipment where feasible; and
- Subject to availability, supply **You** with a **Courtesy Car** for the duration of the **Insured Vehicle** repair.

If **Your Vehicle** cannot be driven safely, **You** should allow **Us** the opportunity of moving it to the premises of an **Approved Repairer** or a repairer of **Your** choice if previously agreed by **Us**.

If repairs are completed without **Our** prior knowledge and consent this may affect the amount **We** pay in final settlement of **Your** claim. In all circumstances, any party handling repairs to an **Insured Vehicle** should retain for **Our** inspection:

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

If **You** fail to provide all requested information, documentation and evidence of claim damage, **We** reserve the right not to pay for damages under this Section.

If **You** choose to not use **Our Approved Repairer**, **We** will not:

- Be responsible for any delays incurred by the repairer
- Provide a **Courtesy Car**
- Guarantee the repairs

If **You** choose to use a non-approved repairer, **You** will have to pay an additional **Excess** amount of up to £500. This is on top of any other **Excess** that **You** may have to pay.

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

It is not **Our** policy to use recycled or non-original parts and equipment when repairing **Your Vehicle**, although on occasion it may be necessary. If non-original parts are used, they will be guaranteed for at least the same length of time as the original manufacturer guarantees the equivalent parts.

D7 - Courtesy Car (applies to “Comprehensive” cover only)

If **You** make a claim under this Section and **You** choose to use one of **Our Approved Repairers**, **You** will be provided with a **Courtesy Car**, subject to availability, for the duration of the repairs.

If **Your Vehicle** is classed as immobile (unable to be moved), **We** aim to provide **You** with a **Courtesy Car**, subject to availability, within 24 hours of the claim being reported.

The vehicle provided is intended to keep **You** mobile and will not necessarily be a like-for-like replacement of **Your Vehicle**. **You** will be provided with either a small, standard private car or small car-derived van. The **Courtesy Car** can only be used for social, domestic and pleasure use.

All **Courtesy Cars** are subject to availability and to the driver meeting the terms and conditions of hire from the **Approved Repairer**. If **Your Vehicle** is a total loss, **You** will not be offered a **Courtesy Car**.

D8 - Total loss

When deciding whether **Your Vehicle** is a total loss, **We** use the Association of British Insurers (ABI) Code of Practice for the Disposal of Motor Vehicle Salvage.

We alone will determine:

- When an **Insured Vehicle** is deemed a total loss;
- The **Market Value** of the **Insured Vehicle**; and where applicable
- Any salvage value of that **Insured Vehicle**.

In the event that **We** deem **Your Vehicle** a total loss, due to it being uneconomical to repair or subject to an unrecovered theft **We** will offer an amount in settlement of the claim. The insurance cover for that **Insured Vehicle** will end when **You** accept that offer.

You will not receive a refund of premium if **Your** insurance ends due to the total loss of **Your Vehicle**.

On Annual Policies only **We** will allow this insurance to continue on a replacement vehicle so long as the replacement vehicle is advised to **Us** within 7 days of settlement (subject to any change in premium needed for the replacement vehicle).

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

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

When **We** determine the value of the **Insured Vehicle**, **We** will take into account any discount on the manufacturer's recommended retail price received at the point of purchase.

Our offer will not exceed:

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

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

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

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

D9 - Vehicles subject to a finance agreement.

If **We** determine the **Market Value** of the **Insured Vehicle** is equal to or greater than the amount owed to the finance company, **We** will pay the finance company first and then settle the balance with the legal owner of the **Insured Vehicle**.

If **We** determine the **Market Value** of the **Insured Vehicle** is less than the amount owed to the finance company, **We** will pay the finance company the **Market Value** of the **Insured Vehicle**. **You** may be required by the finance company to pay them the balance, subject to the terms of **Your** agreement with them.

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

If **We** determine the **Market Value** of the **Insured Vehicle** is greater than the amount owed to the lease / hire company, **We** will pay them only the amount of the outstanding finance, which will settle the claim in full.

If **We** determine the **Market Value** of the **Insured Vehicle** is less than the amount owed, the amount **We** pay to the lease / hire company will settle the claim, and **You** may be required by the lease / hire company to pay them the balance, subject to the terms of **Your** agreement with them.

D11 - Vehicles subject to a lease / hire agreement – Legal right to title or proceeds of sale.

We will pay the lease / hire company the **Market Value** of the **Insured Vehicle**, which will settle the claim in full. Any transfer of legal title or distribution of the proceeds of the **Insured Vehicle** should be taken up directly with the lease / hire company in line with the specific terms of **Your** agreement.

D12 - Salvage

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

Where applicable, **Your Vehicle** will have a salvage category placed upon it, in line with the ABI Code of Practice.

Only vehicles deemed eligible to go back on the **Road** can be considered for retention of the salvage. If retention is granted to **You**, the value of the salvage, as determined by **Us**, will be deducted from the settlement payment.

If **Your Vehicle** has been subject to an insurance write off (total loss), **You** must be able to evidence the **Insured Vehicle** has been restored to a roadworthy condition.

In the event of the **Insured Vehicle** being subject to another claim, **We** will require documentary evidence of repairs and other documentation as **We** may require, to evidence, and to satisfy **Us**, that the **Insured Vehicle** has been maintained in a roadworthy condition, otherwise the claim may be affected.

D13 - Audio, visual, communication, guidance or tracking equipment

The cover provided by this policy includes loss of, or damage to, permanently fitted audio, visual, communication, guidance or tracking equipment that formed part of **Your Vehicle** when it was originally made.

We will pay up to £100 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**.

EXCEPTIONS TO SECTION D

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

1. The amount of any **Excess** shown on **Your Schedule**.
2. Loss of or damage to any goods, tools or equipment being carried in the **Insured Vehicle** or **Trailer**.
3. Any amount as compensation for **You** not being able to use **Your Vehicle** (including the cost of hiring another vehicle).
4. Wear and tear, deterioration or depreciation.
5. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
6. **Your Vehicle's** value reducing, including loss of value as a result of damage, whether the damage is repaired or not.
7. Repairs or replacements which improve the condition of **Your Vehicle**.
8. Damage to tyres, unless caused by an accident to **Your Vehicle**.
9. Damage due to liquid freezing in the cooling system, unless **You** have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
10. Loss of or damage to **Accessories** unless they are permanently attached to **Your Vehicle**.
11. Any amount over the last-known list price of any parts or **Accessories** or the cost of fitting any parts or **Accessories** if the vehicle manufacturer or its agent cannot supply them from stock held in the **United Kingdom**. This exception does not apply where any applicable part or accessory is no longer commercially available from the vehicle manufacturer or their agents in the **United Kingdom**.
12. Loss of or damage to **Your Vehicle** as a result of deception.

13. Loss resulting from **Your Vehicle** being repossessed and returned to its rightful owner.
14. Loss of or damage to **Your Vehicle** by theft or attempted theft or an unauthorised person taking and driving it if:
 - it has been left unlocked; or
 - it has been left with the keys (or any form of keyless entry / ignition control device) in it or on it; or
 - it has been left with the windows, roof panel or the roof of a convertible vehicle open; or
 - **You** have not taken reasonable precautions to protect it.
15. Loss of or damage to **Your Vehicle** resulting from a member of **Your** immediate family, or a person living or visiting **Your** home, taking **Your Vehicle** without **Your** permission, unless that person is convicted of theft.
16. Loss of or damage to **Your Vehicle** caused by an inappropriate type or grade of fuel being used.
17. Loss of fuel.
18. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.
19. Loss or damage to a **Trailer** or property inside or attached to a **Trailer**.
20. Loss of or damage to personal belongings.
21. Loss or damage to **Your Vehicle** whilst it is being used as a tool of trade except insofar as to meet the requirements of the **Road Traffic Act**.
22. Loss of or damage to **Your Vehicle** if there are any non-standard or non-manufacturer modifications unless the modifications have been declared to and approved by **Us**.
23. Loss of or damage to **Your Vehicle** caused by or arising out of the tipping operation of **Your Vehicle** except insofar as to meet the requirements of the **Road Traffic Act**.

SECTION E – FOREIGN USE

We will provide the minimum insurance needed by the relevant law to allow **You** 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** 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** 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 **Your** visit to these countries is:

- temporary and **Your** permanent home is in the **United Kingdom**; and
- for social, domestic and pleasure purposes. **You** are not insured to take a customer/paying passengers and/or goods to a location outside of the **United Kingdom**.

SECTION F – NO CLAIM BONUS

Annual Policies

For each claim 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 prejudicial 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** were not at fault. **You** cannot transfer **Your** No Claim Bonus to another person.

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

- Payments made for windscreen damage (up to 3 in the **Period of Insurance**)
- Payments for emergency medical treatment fees
- Claims which are not **Your** fault where **We** have recovered all of **Our** outlay

An example of what would happen if **You** 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** were not at fault.

The table below shows how **Your** No Claim Bonus would be affected if **You** 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 prejudicial 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** were not at fault. **You** cannot transfer **Your** no claim bonus to another person.

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

SECTION G - GENERAL EXCEPTIONS

These general exceptions apply to all coverage under this insurance.

Your insurance does not cover You for:

G1 - Drivers and use

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

1. used for a purpose for which **Your Vehicle** is not insured;
2. used for renting out and/or peer to peer hire schemes;
3. driven by or is in the charge of anyone (including **You**) who is not mentioned on the **Certificate of Motor Insurance** as a person entitled to drive or who is excluded by an **Endorsement**;
4. driven by or is in the charge of anyone (including **You**) who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence to drive the **Insured Vehicle**, does not keep to the conditions of their driving licence or is prevented by law from having a licence (unless they do not need a licence by law);
5. used on any racetrack, race circuit or toll road without a speed limit (such as the Nürburgring), used for racing or pace-making, used in any contest (apart from treasure hunts, road safety; and non- competitive rallies) or speed trial or is involved in any rigorous reliability testing;
6. used as a tool of trade except insofar as to meet the requirements of the **Road Traffic Acts**.
7. used to tow more than one broken down vehicle and/or **Trailer**;
8. used under the tipping operation, except insofar as to meet the requirements of the **Road Traffic Acts**.
9. used for the carrying of passengers for hire and reward (including but not limited to taxi use);
10. used for the carrying of goods for hire and reward (including but not limited to courier use);

G2 - Drugs and alcohol

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being driven by or is in the charge of anyone (including **You**) and is convicted of:

1. driving over the legal limit for alcohol; or
2. driving under the influence of drugs, prescribed or otherwise.

If convicted (which includes a conviction for failure to provide a breath, blood or urine sample) this shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs.

We will provide the minimum insurance required by the **Road Traffic Act** but **We** reserve the right to seek recovery of any such amounts from **You** or the driver of **Your Vehicle**. **We** may also consider voiding or cancelling the policy and retain any premium.

G3 - Construction and use

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being used to carry:

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

G4 - Airfields

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being used in or on a restricted area (areas to which the public do not have free vehicular access) of an airport, airfield or aerodrome. **We** will not pay for any claim concerning an aircraft within the boundary of the airport, airfield or aerodrome except where **We** need to provide the minimum insurance required by the **Road Traffic Act**.

G5 - Hazardous goods

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from carrying any dangerous substances or goods for which **You** need a licence from the relevant authority (unless **We** need to provide cover to meet the minimum insurance needed by law).

G6 - Criminal acts

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

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

G7 - Deliberate acts

Any legal responsibility for the death of or injury to any person or loss or damage (direct or indirect) caused by a deliberate act or omission to act by anyone insured under this insurance.

G8 - Excess

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

G9 - Other contracts

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

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

G10 - Jurisdiction

Any proceedings brought against **You**, or judgment passed in any court outside the **United Kingdom**, unless the proceedings or judgment arises out of **Your Vehicle** being used in a foreign country which **We** have agreed to extend this insurance to cover.

G11- Earthquake, riot, war and terrorism

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

1. an earthquake; or
2. war, invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, military uprising, rebellion, revolution, riot, insurrection, coup, military or usurped unless **We** need to provide the minimum insurance required by the **Road Traffic Act.**; or
3. acts of terrorism, as defined in the UK Terrorism Act 2000, unless **We** need to provide the minimum insurance required by the **Road Traffic Act**.

G12 - Nuclear/radioactive contamination

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

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

G13 - Sonic bangs

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from pressure waves caused by aircraft or other flying objects

G14 – Vehicles not running on land

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

G15 – Modifications to Your Vehicle

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

SECTION H - GENERAL CONDITIONS

These general conditions apply to all coverage under this insurance.

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

H1 - Your responsibilities

Your premium is based on the information **You** gave **INSHUR** at the start of the insurance and when it is renewed.

You are responsible for the information **You** have provided to **Us** and **INSHUR**. **You** should ensure that the information provided is, as far as **You** know, correct and complete.

If **You** have failed to give **Us** and **INSHUR** complete and accurate information, this could lead to **Us**

- changing the terms of **Your** policy; and/or
- amending **Your** premium; and/or
- refusing **Your** claim; and/or
- the insurance being voided or cancelled.

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

The **Insured Vehicle** must have an MOT (unless exempt), be taxed, insured and registered in the **United Kingdom** and **You** must:

- take all reasonable steps to protect **Your Vehicle** from loss or damage;
- maintain **Your Vehicle** in a roadworthy condition; and
- let **Us** examine **Your Vehicle** at any reasonable time.

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

H2 - Changes to Your details

You must tell **Us** as soon as possible of any changes to the information **You** have provided in the **Statement of Fact**. If **You** have purchased **Your** policy via a broker, all changes are to be requested via them.

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

Below are some examples of the changes **You** must tell **Us** about:

1. A change of vehicle (including extra vehicles and any temporary vehicles);
 - a. If **You** sell the **Insured Vehicle**;
 - b. If **You** change an **Insured Vehicle** covered by this insurance or need cover for an extra vehicle (including a temporary vehicle), please contact **INSHUR** prior to cover for the new vehicle being required.
 - c. If cover is agreed, **INSHUR** will let **You** know about any change in premium and arrange for an updated set of policy documents to be issued.
 - d. The maximum number of vehicle changes allowed in any one **Period of Insurance** is 4. If **You** change **Your Vehicle** more than this, cover may be cancelled.
2. All changes **You** or anyone else make to **Your Vehicle** if these make **Your Vehicle** different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic);
3. A change of address;

4. A change of 'Occupation' (as declared in **Your Statement of Fact** and stated in **Your Schedule**), including any part-time work by **You** or other drivers, a change in the type of **Business** or having no work;
5. A change in the purpose for which **You** use **Your Vehicle**;
6. A new main user of **Your Vehicle**;
7. Details of any driver **You** have not told **Us** about before, or who is not specifically entitled to drive by the **Certificate of Motor Insurance** or is excluded by an **Endorsement**, but who **You** now want to be able to drive **Your Vehicle**;
8. Details of any motoring conviction, disqualification from driving or fixed-penalty motoring offence of any person allowed to drive **Your Vehicle** or of any prosecution pending (where a case is being investigated but there is no conviction yet) for any motor offence;
9. Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive **Your Vehicle**;
10. Details of any accident or loss (whether or not **You** make a claim) involving **Your Vehicle** or that happens while **You** (or anyone who is entitled to drive under this insurance) are driving anyone else's vehicle;
11. If **You** plan to keep **Your Vehicle** outside the United Kingdom for more than 30 consecutive days;
12. If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether or not the driving licence has been restricted.

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

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

H3 - Claim notification

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

All accidents must be reported to **Us** within 24 hours of the incident occurring, otherwise an additional £500 **Excess** may be applicable. This is on top of any other **Excess** **You** may have to pay under this insurance. If **You** fail to do this, or otherwise prejudice **Our** position, **We** reserve the right to seek recovery of any additional costs incurred due to **Your** action or failure to act.

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

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

You must give **Us** 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

H4 - Claim requirements – rights and obligations

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

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

H5 - Multiple claims arising out of any one cause

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

When **We** pay this amount, **We** will withdraw from any further action connected with settling these claims. **We** will cover any legal costs and expenses paid with **Our** permission, up to the time **We** withdraw from dealing with the claims.

H6 - Liability and Claim Settlement

You must not admit to liability, negotiate on or refuse any claim unless **You** have **Our** permission. **We** can:

- take over, carry out, defend or settle any claim; and
- commence proceedings (which **We** will pay for, and for **Our** own benefit) to recover any payment **We** have made under this insurance;

We will take this action in **Your** name or in the name of anyone else covered by this insurance.

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

H7 - 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.

H8 - Contracts (Rights of Third Parties)

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy. This does not affect any right or remedy of a third party which exists or is available apart from the Act.

H9 - Cancellation

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

You can cancel **Your** insurance policy immediately, or from a future date. **You** cannot cancel **Your** policy from an earlier or past date. If **You** cancel **Your** policy before the due start date of **Your** insurance policy, **We** will give a full refund.

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

If **You** cancel **Your** Continuous Card payment Authority, Direct Debit payments, or finance/credit agreement this won't cancel the insurance policy. **INSHUR** will ask **You** to pay the money **You** owe at the point **Your** insurance policy is cancelled either by **You** or **Us**.

If any claim has been made in the current **Period of Insurance**, or **You** or **We** are aware of a prejudicial 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 instalments any remaining instalments will still need to be settled. If subsequently, the claim is later settled as not **Your** fault, no claim or payment is made in relation to any prejudicial incident or claim, any refund that is due will be issued once the claim or incident has been closed.

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

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' sections 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 **Us** after cancellation. This applies whether **We** cancel the insurance policy or **You** cancel it.

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

Annual Policies

When **You** contact **INSHUR** and declare **Your** requirement 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, this will be subject to a minimum amount of £25, plus insurance premium tax (IPT) where applicable and any further charges detailed below.

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

"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** within 14 days of the policy start date and declaring **Your** requirement to cancel.

We will refund the proportional (pro-rata) amount of the premium which applies to the remaining **Period of Insurance**, subject to a minimum amount of £25, plus insurance premium tax (IPT) where applicable.

Outside "14 days cooling off period"

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

We will refund the proportional (pro-rata) amount of the premium which applies to the remaining **Period of Insurance**, less a premium charge of £25, subject to insurance premium tax (IPT) where applicable.

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 cancellation rights

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

Your insurance may be cancelled because:

- **You** break any of the General Conditions;
- **You** ignore or fail to comply with any of the General Exceptions;
- **You** fail to pay when due, any premium including on a finance instalment plan/credit agreement or **Your** Credit Agreement is cancelled;
- **You** or anyone else covered by this insurance has not met the terms and conditions of the insurance;
- **You** or anyone else covered by this insurance, fail to respond to written requests for information or documentation by **Us** or **INSHUR** (such as a copy of **Your** driving licence or evidence of no claim bonus);
- a change in **Your** circumstances means **We** can no longer provide cover;
- **You** misrepresent or fail to disclose information that is relevant to **Your** insurance;
- **You** harass any member of **Our** staff or show abusive or threatening behaviour towards them.

H10 - Misrepresentation

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

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

We may take one or more of the following actions:

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

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

H11 - 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.

H12 – Claims and Insurance Premiums paid by Finance

If **You** are paying for **Your** policy by premium finance and the policy is cancelled following a claim, any remaining instalments owed to the premium finance company will still need to be settled.

- 1) For claims under Section C any remaining premium instalments will still need to be paid directly to the premium finance company.
- 2) For claims under Section D **We** may deduct any remaining premium instalments from any claims payments made to **You**.

SECTION I – COMPLAINTS

How to make a complaint if things go wrong

I1 - Our promise to You

We aim to provide the best customer service possible. If **You** have any reason to complain about **Your** insurance policy the complaints procedure is as follows:

I2 - Complaints:

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

Tel: 0808 164 6545 (for claims complaints)
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

I3 - Complaints Escalation Process

If **INSHUR** are unable to resolve the complaint to **Your** satisfaction, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service (FOS) within 6 months of receiving **Our** final response in this matter.

Address: The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567

Email: complaint.info@financialombudsman.org.uk

Website: financial-ombudsman.org.uk

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

SECTION J - IMPORTANT NOTICES AND INFORMATION

J1 - Data Protection Notice

This notice contains important information about **Your** personal details. Please make sure to show it to anyone covered by the policy and ensure they are aware that their personal details may be provided to **Us**.

INSHUR UK Limited (**INSHUR**) is the data controller in respect of **Your** personal information. **We** will process the details **You** have given **Us** in line with the UK's Data Protection laws and any other laws that apply. **We** may work with partner organisations and service providers who are located in other countries, and as a result **Your** information may be processed outside the European Economic Area. In all cases **We** will make sure that **Your** information is adequately protected. Any transfers of personal information outside Europe will be subject to the provisions of the US Privacy Shield, standard contractual clauses approved by the European Commission or other contracts which provide equivalent protection.

You can find more information about how **We** use **Your** personal information on **Our** website: www.inshur.com/uk/privacy

J2 - Where We collect Your personal information

We might collect personal information about **You** from:

1. **You**;
2. **Your** family members;
3. **Your** employer or their representative;
4. other companies in the insurance market;
5. anti-fraud databases, sanction lists, court judgement and similar databases;
6. government agencies such as the DVLA and HMRC;
7. the publicly available electoral register; and/or
8. in the event of a claim, third parties including the other party to the claim, witnesses, experts, loss adjusters, legal advisers and claims handlers.

J3 - How We use and disclose Your personal information

To assess the terms of **Your** insurance contract, or to deal with any claims, **We** may need to share information like **Your** name, address, date of birth and details such as medical conditions or criminal convictions.

- The recipients of this information could include (but are not limited to) credit reference agencies, anti-fraud databases, other insurers, underwriters and other group companies who provide administration or support services.
- For claims handling, the recipients could include (but are not limited to) external claims handlers, loss adjusters, legal and other expert advisers, and third parties who are involved in the claim. More information about these disclosures is set out below.

The Data Protection laws classify information about **Your** medical conditions, disabilities and criminal convictions as 'special category' personal data which warrants extra protection. **We** will only share this kind of personal data where it is essential to administer **Your** insurance contract or deal with any claims, or for anti-fraud purposes and will only be used in accordance with appropriate laws and regulations.

Most of the personal information **You** provide to **Us** is needed for **Us** to assess **Your** request for insurance, to enter into the insurance contract with **You** and then to administer that contract. Some of the information is collected for fraud prevention purposes, as described below. If **We** need **Your** consent to use any specific information, **We** will make that clear at the time **We** collect the information from **You**. **You** are free to withhold **Your** consent or withdraw it at any time, but if **You** do so it may impact upon **Our** ability to provide insurance or pay claims. Further details about the legal basis for **Our** processing of personal information, and the disclosure **We** may make, can be found on **Our** website: www.inshur.com/uk/privacy

Types of personal data	Details
Individual details	Name, address (including proof of address), other contact details such as email and phone numbers, gender, marital status, date and place of birth, nationality, employment status, job title, details of family members including their relationship to You
Identification detail	National insurance number, passport number, driving licence number, other relevant licences
Financial information	Bank account and/or payment details, income and other financial information
Policy information	Information about the quotes You receive and policies You take out
Telematics (where You use this technology)	Details of journeys made, locations, times and dates, driving behaviours and driving patterns
Credit and anti-fraud information	Credit history, credit score, sanctions and criminal offences, including information received from external databases about You
Previous and current claims	Information about previous and current claims (including under other insurance policies) which may include data relating to Your health, disabilities, criminal convictions (including motoring offences) and in some cases surveillance reports; also dashcam recordings where this technology is used
Special categories of personal data	Health, disability, criminal convictions including motoring offences

J4 - Accepting and administering Your policy

If **You** pay **Your** premiums via a credit facility, **We** may share **Your** information with credit reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money. **We** share information with other insurers, certain government organisations and other authorised organisations.

J5 - Insurance underwriting

We look at the possible risk in relation to **Your** prospective policy (or anyone else involved in the policy) so that **We** can:

- Consider whether to accept a risk
- Make decisions about providing and dealing with insurance and other related services for **You** and members of **Your** household
- Set price levels for **Your** policy
- Confirm **Your** identity to prevent money laundering
- Check the claims history for **You** or any person or property likely to be involved in the policy or a claim at any time. **We** may do this:
 - when **You** apply for insurance;
 - if there is an accident or a claim; and/or
 - at the time **You** renew **Your** policy

J6 - 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.

Special categories of personal data may be used for profiling where this is relevant, such as medical history or past motoring convictions including motoring offences.

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. See also “Your Rights” below.

J7 - 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** 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.

J8 - Managing claims

If **You** make a claim, **We** may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, authorised repairers, the police or other investigators. **We** also may have to investigate **Your** claim and conviction history. This may involve external claims handlers, loss adjusters, legal and other expert advisers.

Under the conditions of **Your** policy, **You** must tell **Us** about any incident (such as an accident or theft) which may or may not result in a claim.

J9 - Call recording

You should note that some telephone calls may be recorded or monitored, for example calls to or from **Our** claims department, customer services team or underwriting department. Call recording and monitoring may be carried out for the following purposes:

- Training and quality control; and/or
- As evidence of conversations; and/or
- For the prevention or detection of crime (e.g. fraudulent claims).

J10 - Preventing or detecting fraud

We will check **Your** information against a range of registers and databases for completeness and accuracy. **We** may also share **Your** information with law enforcement agencies, other organisations and public bodies.

If **We** find that false or inaccurate information has been given to **Us**, or **We** suspect fraud, **We** will take appropriate action. If fraud is identified, details will be passed to 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.

We and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance; and/or
- checking details of job applicants and employees.

Details of the registers, databases and fraud prevention agencies **We** use may be requested from the Data Protection Executive at INSHUR UK Limited, 2nd Floor, 1 Jubilee Street, Brighton, BN1 1GE.

J11 - Retention

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

J12 - Your 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, please contact **Us** at:

Address: Data Protection Executive
INSHUR UK Limited
2nd Floor, 1 Jubilee Street
Brighton
BN1 1GE

Email: compliance@inshur.com

Further details about all the rights available to **You** may be found on **Our** website:
www.inshur.com/uk/privacy

If **You** are not satisfied with **Our** use of **Your** personal data or **Our** response to any request by **You** to exercise **Your** rights in relation to **Your** personal data, please contact: compliance@inshur.com

You also have a right to make a complaint to the Information Commissioner:

Address: Information Commissioner’s Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545745 (national rate)
Email: casework@ico.org.uk

J13 - Financial Services Compensation Scheme (FSCS)

As **We** are members of the Financial Services Compensation Scheme (FSCS), **You** may be entitled to compensation under the scheme if **We** cannot pay out all valid claims under this insurance. This depends on the type of policy **You** have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance **You** must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. **You** can get more information about the scheme from the FSCS via:

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