# Certificate of Motor Insurance



# Policy number 1729379

# 1. Description of vehicle(s)

Any motor vehicle the property of, or on hire or loan or lease to the policyholder.

# 2. Name of policyholder

M & M Medical Ltd

### 3. Effective date and time of the commencement of insurance for the purpose of the relevant law

27 May 2020 00:01

## 4. Date of expiry of insurance

26 May 2021

## 5. Persons or classes of persons entitled to drive

Any person who is driving on the order or with the permission of the policyholder.

Providing that the person driving has a licence to drive the vehicle or has held and is not disqualified from or prohibited by law from holding or obtaining such a licence.

#### 6. Limitations as to use

Use for social, domestic and pleasure purposes and for the business of the policyholder.

**Unless specified under section 6 of this certificate of insurance, this policy does not cover**: use for hiring, the letting on hire, the carriage of passengers and goods for hire or reward, racing, pacemaking, use in any contest, reliability or speed trial or the use for any purpose in connection with the motor trade.

I hereby certify that the policy to which this certificate of insurance relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, Isle of Man and the Islands of Guernsey, Jersey and Alderney.

For and on behalf of the Underwriter subscribing ERS, 21 Lombard Street, London, EC3V 9AH

**Authorised Insurer** 

Martin Hall

**Active Underwriter** 

Advice to third parties - Nothing contained in this certificate of insurance affects your rights as a third party to make a claim.

Note: For full details of the insurance cover reference should be made to the policy document, which can be obtained from your broker or via our website at www.ers.com



# This page forms part of your certificate of insurance

#### European cover

This certificate of motor insurance is evidence that this insurance meets the compulsory motor insurance requirements of all member countries of the European Union and Andorra, Iceland, Norway, Serbia and Switzerland (including Liechtenstein).

Ce certificat d'assurance automobile est une preuve que cette assurance est conforme aux exigences de l'assurance automobile obligatoire de tous les pays membres de l'Union européenne et l'Andorre, l'Islande, la Norvège, la Serbie et la Suisse (y compris le Liechtenstein).

Dieses Zertifikat der Kfz-Versicherung ist ein Beweis, dass diese Versicherung die Kfz Haftpflichtversicherungs anforderungen von allen Mitgliedsländern der Europäischen Union und Andorra, Island, Norwegen, Serbien und der Schweiz (einschließlich Liechtenstein) erfüllt.

Este certificado de seguro de automóviles es evidencia de que este seguro cumpla con los requisitos de seguro obligatorio de automóviles de todos los países miembros de la Unión Europea y Andorra, Islandia, Noruega, Serbia y Suiza (incluido Liechtenstein).

Questo certificato di assicurazione auto è la prova che questa assicurazione soddisfa i requisiti di assicurazione obbligatoria degli autoveicoli di tutti i paesi membri dell'Unione europea e Andorra, Islanda, Norvegia, Serbia e Svizzera (compreso il Liechtenstein).



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# Notice To Policyholder



ERS Policy Wording updates.

Please check that the value of your vehicle(s) you have provided to us is correct for the forthcoming policy period. If in doubt, please seek appropriate advice.

Also, please refer to any endorsements that are applicable to your policy as they may have been revised.

# Fleetsure

# Renewal Schedule

Policy number 1729379

Broker agency number 19661 Scheme 7078



# Policy details

Policyholder M & M Medical Ltd

Address B4 Heol-Y-Twyn, Talbot Green Business Park, Talbot Green, Mid Glam, CF72 9FG

Commencement date and time 27 May 2020 00:01

**Expiry date** 26 May 2021

Reason for issue Renewal acceptance

**Declaration Frequency** 6 Monthly

# Premium

Premium (excluding IPT) £13,090.00 IPT £1,570.80 Total premium due £14,660.80

# Vehicle details

Vehicle type	Numbers	Registration number	сс	GVW	No. of seats	Cover	Class of use	Annual rate per vehicle (excl. IPT)
LCV	1	AE15NHK		3000		Comprehensive	Carriage Of Own Goods	£770.00
LCV	1	CA19LFD	1997	3000		Comprehensive	Carriage Of Own Goods	£770.00
LCV	1	CA67KGO	1997	3000		Comprehensive	Carriage Of Own Goods	£770.00
LCV	1	CA67KGP	1997	3000		Comprehensive	Carriage Of Own Goods	£770.00
LCV	1	CA67KGV	1997	3000		Comprehensive	Carriage Of Own Goods	£770.00
LCV	1	CA67KGX	1997	3000		Comprehensive	Carriage Of Own Goods	£770.00
LCV	1	CN63GHH	1997	2932		Comprehensive	Carriage Of Own Goods	£770.00
LCV	1	CN63GHJ	1997	2932		Comprehensive	Carriage Of Own Goods	£770.00
LCV	1	CN63GHK	1997	2932		Comprehensive	Carriage Of Own Goods	£770.00
LCV	1	E066VUN		2100		Comprehensive	Carriage Of Own Goods	£770.00
LCV	1	E066VVM		2100		Comprehensive	Carriage Of Own Goods	£770.00
LCV	1	GY13EHN		2825		Comprehensive	Carriage Of Own Goods	£770.00
Minibus	1	EN61YMS	0	0	9	Comprehensive	Business Use Of The Insured	£770.00
Private Car	1	CE69RHX	2995			Comprehensive	Class 2 Business	£770.00
Private Car	1	CE69TVF	2995			Comprehensive	Class 2 Business	£770.00
Private Car	1	CE69UHF	2995			Comprehensive	Class 2 Business	£770.00
Private Car	1	CN18YYM	2995			Comprehensive	Class 2 Business	£770.00

# Permitted drivers

RNLINV1215

Vehicle type	Registration number	сс	GVW	No. of seats	Driver restrictions
LCV	AE15NHK		3000		Any Driver
LCV	CA19LFD	1997	3000		Any Driver
LCV	CA67KGO	1997	3000		Any Driver
LCV	CA67KGP	1997	3000		Any Driver
LCV	CA67KGV	1997	3000		Any Driver
LCV	CA67KGX	1997	3000		Any Driver
LCV	CN63GHH	1997	2932		Any Driver
LCV	CN63GHJ	1997	2932		Any Driver

ERS Syndicate 218 at Lloyd's is managed by ERS Syndicate Management Limited (company no. 00426475), which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference no. 204851). ERS Syndicate Management Limited is registered in England and Wales with its registered address at 21 Lombard Street, London, EC3V 9AH.

Renewal Invitation - Page 1 of 2

LCV	CN63GHK	1997	2932		Any Driver
LCV	E066VUN		2100		Any Driver
LCV	EO66VVM		2100		Any Driver
LCV	GY13EHN		2825		Any Driver
Minibus	EN61YMS	0	0	9	Any Driver
Private Car	CE69RHX	2995			Any Driver
Private Car	CE69TVF	2995			Any Driver
Private Car	CE69UHF	2995			Any Driver
Private Car	CN18YYM	2995			Any Driver

# Vehicle excess details

An excess is the amount you must pay in the event of any claim, regardless of who is to blame for an incident. However, there may be additional excess terms applied highlighted below in Additional excesses for young or inexperienced drivers, or shown in the attached Schedule of Endorsements.

Vehicle type	Registration number	СС	GVW	No. of seats		Excesses	
venicie type	Registration number	CC	GVW	No. of Seats	Accidental damage	Fire & theft	Windscreen
LCV	AE15NHK		3000		£500	£500	£75
LCV	CA19LFD	1997	3000		£500	£500	£75
LCV	CA67KGO	1997	3000		£500	£500	£75
LCV	CA67KGP	1997	3000		£500	£500	£75
LCV	CA67KGV	1997	3000		£500	£500	£75
LCV	CA67KGX	1997	3000		£500	£500	£75
LCV	CN63GHH	1997	2932		£500	£500	£75
LCV	CN63GHJ	1997	2932		£500	£500	£75
LCV	CN63GHK	1997	2932		£500	£500	£75
LCV	EO66VUN		2100		£500	£500	£75
LCV	EO66VVM		2100		£500	£500	£75
LCV	GY13EHN		2825		£500	£500	£75
Minibus	EN61YMS	0	0	9	£500	£500	£75
Private Car	CE69RHX	2995			£500	£500	£75
Private Car	CE69TVF	2995			£500	£500	£75
Private Car	CE69UHF	2995			£500	£500	£75
Private Car	CN18YYM	2995			£500	£500	£75

# Fleetsure

# Schedule of Endorsements

Policy number 1729379

Effective date and time 27 May 2020 00:01



#### **ENDORSEMENTS APPLICABLE**

Where a value is shown below, this refers to information relevant to an endorsement such as, but not restricted to, an excess amount, driver or security device.

### **ENDORSEMENTS APPLICABLE TO SPECIFIC VEHICLES**

Registration number	Endorsement number	Description	Value	Specified driver(s)
All vehicles	E57	Fleet tracker warranty	50000	
All vehicles	Z43	Fleet low claims rebate including deficit clause		

#### **ENDORSEMENT APPENDIX**

#### E57 - Fleet tracker warranty

We will not pay for any theft claim under Section 2 - loss of or damage to your vehicle relating to any private car with a market value above the amount stated against this endorsement number in the schedule, unless a tracker device is fitted to the vehicle and is activated and operational at all times when the vehicle is left unattended.

# Z43 - Fleet low claims rebate including deficit clause

We will refund a percentage of last year?s premium on condition that:

- 1. This contract is renewed for a further 12 months;
- 2. The total cost of incurred claims (including those amounts which are outstanding) in respect of the last twelve month period of insurance are within the parameters stated below;
- 3. Where the incurred claims in the previous 12 month period of insurance exceeds the gross premium collected in the same period, this excess amount is carried forward and added to the incurred claims in the current period for the purposes of calculating whether a rebate is due.

Maximum cost of claims paid and outstanding	% refund of last year?s premium
40% of last year?s premium	5%
30% of last year?s premium	7.5%
20% of last year?s premium	10%

Last year?s premium is calculated as follows: Total premium paid for the year under review after any policy adjustments and excluding Insurance Premium Tax.

The refund will be assessed 18 months after inception or any subsequent renewal.

MVS1215



# Fleet Insurance

# **Insurance Product Information Document**

This insurance is underwritten by ERS (Syndicate 218 at Lloyd's) which is registered in the UK. ERS Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered number: 204851.

This document provides a summary of the key information. It does not contain the full terms and conditions; these can be found in your policy document. You can find your policy document at www.ers.com.

# What is this type of insurance?

**Comprehensive cover** – You are covered for loss or damage caused by accidental damage, fire, theft and third party liability cover.

IIGDI	ity cover.		
	What is insured?		What is not insured?
<b>✓</b>	Whilst <b>you drive or use your vehicle</b> you will be covered for any third party property claim or claims arising out of one incident following:	×	Your policy excesses as shown in policy documentation.
	Property damage: Up to £20,000,000 where your vehicle is a private car not used for hire purposes;	×	Damage to your tyres unless caused by an accident to your vehicle.
	Up to £5,000,000 for any other vehicle or private car; Up to £1,200,000 in respect of any vehicle carrying hazardous goods; or Up to £1,200,000 for liability arising from an act of terrorism.	*	Loss or damage by theft or attempted theft to the vehicle or its contents if left unlocked, or the windows, roof panel or the roof panel of a convertible vehicle is left open or the keys left in.
	<b>Prosecutions against Health &amp; Safety</b> up to £1,000,000	æ	Compensation for not being able to use your vehicle.
✓	Legal costs up to £1,000,000.		
<b>✓</b>	Loss of or damage to your vehicle as shown in your schedule for accidental damage, fire and theft. We will either cover your costs to repair, pay a cash amount to	sc	Damage or loss due to wear and tear, failures, breakdowns or breakages of mechanical, electrical or computer equipment.
	replace or replace the lost or damaged item. The most we will pay for the loss of or damage to your vehicle is up to the value shown on your schedule.	3¢	Loss or damage covered by another insurance policy.
✓	Damage to your <b>windscreen or windows</b> is provided.	×	Loss of fuel.
<b>✓</b>	Loss of keys and replacing locks for your vehicle if lost or stolen and have not been recovered up to £1,000, provided you let the police know and the address where the vehicle is kept would be known to any person who has your keys or lock transponder.	<b>≯c</b>	For <b>Personal Accident</b> , death or injury caused by suicide attempted suicide while under the influence of drink or drugs or while not wearing a seat belt when they have to by law.
✓	Unauthorised use of the vehicle or unlicensed driver(s).		N.B. Please refer to your policy wording for full terms and conditions.
<b>✓</b>	<b>Medical expenses</b> for each person who is injured while they are in your vehicle as a result of an accident up to £500.		
<b>✓</b>	<b>Personal belongings</b> up to £250 if lost or damaged in or on your vehicle caused by an accident, fire, theft or attempted theft.		
<b>✓</b>	<b>Personal Accident</b> cover for the driver of any insured vehicle, if involved in an accident and within three months of that accident it is the only cause of death or injury. The most we will pay for death, loss of any limb or permanent loss of sight in one or both eyes is £10,000.		

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# A

## Are there any restrictions on cover?

! Endorsements may apply to your policy, these will be shown in your policy documents.

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 will not pay the claim and cover under this insurance will end.



#### Where am I covered?

We will provide the cover shown on your schedule while you are using your vehicle in the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein).

Your permanent home must be in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and your visit to these countries must be temporary.



# What are my obligations?

- Your premium is based on the information you gave at the start of the insurance and when it is renewed. If you have failed to give us complete and accurate information, this could lead to us changing the terms of your policy, refusing your claim or the insurance not being valid.
- In the event of a claim or possible claim:

You will need to pay the agreed excess as shown in your schedule. You must notify us within 72 hours of the incident happening.

- You must not admit to, negotiate on or refuse any claim unless you have our permission.
- You must tell us immediately about any changes to the information you have already provided. Please contact 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.



### When and how do I pay?

For full details of when and how you pay, you need to contact your broker directly.



# When does the cover start and end?

- Your insurance is a 12 month contract which may be renewed each year. Renewal will be subject to the terms and conditions that apply at the time of renewal.
- Your Insurance cover start and end dates will be shown on your policy schedule and certificate of motor insurance.

#### How do I cancel the contract?

- You may cancel the insurance at any time by informing your broker.
- If you change your mind about this insurance, we will make a charge equal to the period of cover you have had.

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Your policy document | Reference PENUW 0619

# **Motor Fleet Insurance**





# Your policy document

Welcome to your ERS 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 you've received from ERS.

If you have any questions about your cover, please contact your broker directly.

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 you or your representative have supplied has been relied upon by us in offering the contract of insurance.

This policy document, certificate of motor insurance, schedule, any schedule of endorsements form the contract of insurance between you (the insured) and us (ERS).

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.

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

Signed for and on the behalf of ERS



# About ERS

ERS (Syndicate 218 at Lloyd's) is managed by ERS Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Registered number 204851).

ERS Syndicate Management Limited is registered in England and Wales number 426475. The registered office is:

21 Lombard Street, London, EC3V 9AH



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# **Definitions**

The key words and terms that we use in this document

- Accessories parts added to your vehicle that do not affect its performance
- 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 2 of this insurance
- 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
- Courtesy car A Group B (small standard private car) or PV1 (small car-derived van or similar) vehicle loaned to you by our approved repairer whilst the insured vehicle is being repaired after a valid claim under Section 2 of this insurance
  Note: A courtesy car is intended to keep you mobile. It is not necessarily a like for like replacement of your vehicle. All courtesy cars are subject to the driver meeting the terms and conditions of hire from the approved repairer
- 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 and current schedule of endorsements
- **ERS** is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only legally responsible for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on
- Excess a contribution by you towards a claim under this insurance
- Hazardous goods goods as defined by; The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 ("CDG 2009") or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable
- Market value the cost of replacing your vehicle with another one of the same make, model and specification and of similar age, mileage and condition at the time of an accident or loss
- Period of insurance the period of time covered by this insurance (as shown on the schedule) and any further period for which we accept
  your premium
- Road any place which is a road for the purpose of any compulsory motor insurance law that operates in the UK
- Schedule / Policy schedule the document showing the vehicle we are insuring and the cover which applies. To be read in conjunction with the Schedule of endorsements
- Schedule of endorsements the document showing endorsements that apply. To be read in conjunction with the schedule
- United Kingdom (UK) England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands
- We, us ERS
- Your vehicle, the insured vehicle any vehicle shown on the schedule or described on the current certificate of motor insurance (and under section 1 only, an attached caravan or trailer)
  - Agricultural vehicle meaning a vehicle used solely for agricultural or forestry purposes
  - · Articulated vehicle meaning a goods carrying vehicle made up of a power unit and one or more semi-trailers
  - Bus meaning a passenger carrying vehicle with 17 or more passenger seats
  - Car meaning any private car, estate car or utility car
  - Coach meaning a passenger carrying vehicle with 17 or more passenger seats
  - Commercial vehicle HGV, (Heavy Goods Vehicle) LCV, (Light Goods Vehicle) Lorry meaning any motor vehicle other than a car, coach, minibus or motorcycle, agricultural vehicle, articulated vehicle, bus.
  - Motorcycle meaning any motorcycle, motorcycle and sidecar or moped
  - Minibus meaning a vehicle with between 9 and 16 passenger seats in addition to the driver
  - Trailer meaning any trailer which is your property or for which you are responsible. The trailer does not include a disabled mechanically propelled vehicle



# Definitions - Section 10 only

The following Definitions apply to Section 10 of this insurance document and shall keep the same meaning wherever they appear in Section 10 of this insurance document.

Where any conflict exists with the Definitions shown on Page 4, the definitions below shall apply in respect of cover under Section 10.

## Where the following words appear in bold they have these special meanings:

- Adviser Our specialist panel solicitors or their agents appointed by Us to act for You, or, where agreed by Us, another legal representative nominated by You
- Advisors' Costs Reasonable legal costs incurred by the Adviser. Third party's costs shall be covered if awarded against You
- Conditional Fee Agreement An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees
- Conflict of Interest There is a Conflict of Interest if We administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance
- Insured Incident The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time
- Insurer AmTrust Europe Limited.
- Legal Action:
  - The pursuit of civil proceedings and appeals against judgement following a Road Traffic Accident
  - The defence of criminal motoring prosecutions in relation to the Vehicle
  - The pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the Vehicle
- Legal Helpline The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may
  give rise to a claim under this insurance
- Maximum Amount Payable The maximum amount payable in respect of an Insured Incident is stated below:
  - Uninsured Loss Recovery and Personal Injury: £100,000
  - All other sections: £25,000
- Road Traffic Accident A traffic accident in the Territorial Limits involving the Vehicle occurring during the Period of Insurance for which You are not at fault and for which another known party is at fault
- Standard Adviser's Costs The level Adviser's Costs that would normally be incurred by the Insurer in using a nominated Adviser of Our choice
- Territorial Limits:
  - Uninsured Loss Recovery & Personal Injury The European Union
  - All other sections: Great Britain, Northern Ireland, Channel Islands and the Isle of Man
- Vehicle The motor vehicle declared in the insurance schedule to which this cover attaches. This is extended to include a caravan or trailer whilst attached to the Vehicle
- We/Us/Our Arc Legal Assistance Ltd
- You/Your/Yourself The person(s) named in the insurance schedule to which this cover attaches. This is extended to include an authorised driver or passengers for the Uninsured Loss Recovery and Personal Injury section of cover.



# **Definitions - Section 11 only**

The following definitions apply to Section 11 of this insurance document and shall keep the same meaning wherever they appear in Section 11. Where any conflict exists with the definitions shown on Page 4, the definitions below shall apply in respect of cover under Section 11.

- Breakdown(s) mechanical or electrical component failures/breakages; flat batteries; punctures; running out of fuel; misfuelling or contaminated fuel used; ignition keys lost, stolen or locked in the insured vehicle; damage caused by accident, vandalism or attempted theft; or being stuck in snow, ice, mud, sand or flood which renders the insured vehicle incapable of being driven or illegal to drive, occurring during the period of insurance and within the geographical limits corresponding to the cover you have purchased as shown on the policy schedule
- Geographical limits:
  - UK within the mainland of England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and the Scottish Isles
  - Europe any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein)
- Home address the place where the insured vehicle is normally kept within the UK, as shown on the policy schedule
- Passenger(s) persons being legally transported by the insured vehicle
- Recovery agent a qualified motor mechanic or recovery driver who is a member of our approved recovery network
- Specialist equipment non-standard apparatus or recovery vehicles which, in the opinion of the recovery agent, are required to safely recover the insured vehicle. Specialist equipment includes, but is not limited to, winches, skates, sliders, dolly wheels, donor wheels and crane lifts
- **Trip** a journey in/on the insured vehicle to any of the countries listed under the definition of Europe in this wording, which begins and ends within the UK and occurs during the period of insurance
- You / your the policyholder as shown on the policy schedule and any authorised driver and passenger(s)



# What to do if you need to make a claim

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

- You must tell us about any potential claim at the earliest opportunity. If applicable, and it is safe to do so, please call us from the scene of the accident
- Take photographs of any damage to the vehicles involved

### Claims and windscreen helpline - 0330 123 5991

- Call this number if you need to report an accident, fire, theft or windscreen claim (if applicable)
- We're open 24 hours a day, 365 days a year. Our expert staff will take down the details, and help you get back on the road as soon as
  possible
- If your claim is due to theft, attempted theft, malicious damage or vandalism, you should also notify the Police and obtain a crime reference number

#### You can count on us for all this:

- A market-leading customer experience
- A specialist team to handle your claim
- A network of approved suppliers to get you back on the road guickly
- Fraud prevention to keep your premiums low
- Positive handling of third-party claims to keep costs down
- Sophisticated tools to help claims go smoothly

#### Repairing your vehicle

If your insurance covers damage to your vehicle, we can talk you through the options for getting it repaired.

We'll take care of everything:

- If your vehicle can't be driven we will arrange for roadside recovery
- We'll collect the vehicle from you and deliver it back to you after the repairs
- Repairs will be carried out by a garage in our approved repairer network, provided that's the best option for you
- An expert claim handler will manage your claim for you

We want to get you back on the road as soon as possible.

# 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 your vehicle or its contents by theft or attempted theft, or if it's been taken by an unauthorised person if:

- It was left unlocked or
- It was left with the keys (or any form of keyless entry / ignition control device), in or on it or
- It was left it with the windows or roof panel open, or the roof of a convertible vehicle open (if your vehicle has these) or
- Reasonable precautions were not taken to protect it



## If someone makes a claim against you

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.

## Don't apologise or admit it was your fault.

## Make sure to take the other person's details, including:

- Their name, address and contact number
- The registration number and make and model of their vehicle
- Their insurer's name and policy number
- The scene of the accident, as long as it's safe to do so

## Make a note of:

- Any injuries to anyone involved
- The number of passengers in the other vehicle
- The name, address and contact number of any witnesses
- The name and number of any police officer who attends the scene of the accident
- Any unusual behaviour from the other person and the direction they take when they leave the scene



# 24-hour breakdown helplines

## Reporting a breakdown

Whilst we hope that all journeys will be incident free, should the insured vehicle suffer a breakdown, our 24-hour Rescue Control Centre is on hand to help. Our aim is to attend the scene of a motor breakdown as quickly as we can. There may be times where delays arise due to external factors beyond our control i.e. the weather or roadworks. During these times we appreciate your patience.

You can contact the 24-hour Rescue Control Centre on:

- 01277 720790 when calling from the UK or
- 00 44 (0) 1277 235 999 when calling from Europe

If you are deaf, hard of hearing or speech impaired and require assistance, you can text your full name and registration number to +44 (0) 7786 204387.

So that we can help you as quickly as possible, please make sure you have the following information ready:

- The policy number, policyholder name and address
- A contact phone number
- The insured vehicle registration number, make and model
- The location of the breakdown
- Any vehicle modifications or other information which may be relevant to the recovery of the insured vehicle

Please note: To help provide a first class service, telephone calls may be recorded.



# Cover

# The insurance cover you have

Your schedule shows you what cover you have. The different types of cover are listed below together with the sections of the policy that apply.

Section name	Comprehensive	Accidental Damage Fire & Theft	Third party Fire & Theft	Fire & Theft	Third Party Only
Section 1 - Liability to others	✓	×	✓	×	✓
Section 2 - Loss of or damage to your vehicle	✓	<b>✓</b>	✓	✓	×
Accidental damage	✓	✓	×	×	×
Malicious damage	✓	✓	×	×	×
Fire	✓	✓	✓	✓	×
Flood	✓	✓	×	×	×
Theft	✓	✓	✓	✓	×
Vandalism	✓	✓	×	×	×
Windscreen	✓	✓	×	×	×
Section 3 - Loss of keys and replacing locks	✓	×	✓	×	×
Section 4 - Unauthorised use	✓	×	✓	×	✓
Section 5 - Unlicensed drivers	✓	×	✓	×	✓
Section 6 - Medical expenses	✓	×	×	×	×
Section 7 - Personal belongings	✓	×	×	×	×
Section 8 - Personal accident	✓	×	×	×	×
Section 9 - Foreign Use	✓	×	✓	×	✓
Section 10 - Legal Expenses	✓	×	✓	×	✓
Section 11 - UK & European breakdown and recovery service	✓	×	✓	×	✓

The General Terms, Conditions and Exceptions apply to all sections of the policy.

**IMPORTANT**: You can only have Accidental Damage Fire & Theft cover and Fire & Theft cover if your vehicle is declared SORN (officially off the road) with the DVLA and is not being used.



# Section 1 – Liability to others

## **Driving your vehicle**

We will provide insurance for any accident you have while you are driving, using or in charge of your vehicle or while you are loading or unloading it.

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 third party property damage for any claim or series of claims for property damage arising out of one incident is:

- £20,000,000 Where your vehicle is a private car not used for hire purposes or
- £5,000,000 For all other vehicle types or
- £1,200,000 In respect of any vehicle carrying hazardous goods or
- £1,200,000 For liability arising from an act of terrorism

We will also pay up to £5,000,000 for costs and expenses resulting from any property damage claim(s) that arise from one incident involving a private car covered by this insurance.

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.

#### Other people driving or using your vehicle

In the same way you are insured, we will also cover the following people:

- Any person you allow to drive or use your vehicle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition
- Any passenger who has an accident while travelling in or getting into or out of the insured vehicle, as long as you ask us to cover the passenger

#### Legal personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

#### Cover for principals

As far as is necessary to meet the requirements of any agreement or contract entered into by you for the performance of work, we will insure the principal at your request - provided the principal complies with the terms and conditions of this insurance in so far as they can apply.

#### Contingent liability

We will insure you while an employee of yours uses, on your business, a vehicle you do not own or have supplied as long as:

- You have given express permission for the vehicle to be used on your business
- You have taken all reasonable steps to ensure that there is a separate motor insurance policy, in the employee's name, giving you cover for such use and
- There is no cover provided by any other insurance

We will not be liable:

- For any loss or damage to such vehicle or
- To cover any person driving such vehicle



#### Joint liability

If this document is in the name of more than one person, we will cover each person as if we had sent an individual document to each. We will cover each against the liability of the other, as long as the liability, loss or damage is not covered by any other insurance.

#### **Unauthorised movement**

We will insure you in respect of any accident caused by, through or in connection with the movement of any motor vehicle not belonging to you and not in your custody or control as long as the vehicle is preventing your vehicle from passing and:

- Is being moved by an employee of yours
- Is being moved in connection with your business
- Is not the property of the employee moving it and
- Is not covered by any other insurance covering such accident, damage or loss

## Legal costs

In respect of any event which is covered under this Section, if we first agree in writing, we will arrange and pay:

- Up to £1,000,000 towards your legal fees and expenses for defending legal proceedings, including appeals, and;
- Up to £1,000,000 towards the cost of any prosecution awarded against you arising from any health-and-safety enquiry or criminal proceedings for breaking the:
  - Health and Safety at Work Act 1974;
  - Health and Safety at Work (Northern Ireland) Order 1978; or
  - Corporate Manslaughter and Corporate Homicide Act 2007.

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 your deliberate act or failure to act; or
- Where cover is provided by any other policy.

### **Emergency medical treatment**

Where we must provide cover under the Road Traffic Act, we will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

This cover only applies in the United Kingdom and where we must provide it under the Road Traffic Acts.

## **Towing**

Under this section we will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will only provide this cover if:

- The caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment made for the purpose and
- The method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law

We will not pay any claim arising from:

- Loss of or damage to the towed caravan, trailer or broken-down vehicle
- Loss of or damage to any property being carried in or on the towed caravan, trailer or broken-down vehicle
- A caravan, trailer or broken-down vehicle being towed for reward
- Towing more trailers than the number allowed by law or
- If more than one caravan or broken-down vehicle is being towed at any one time



# **Exceptions to Section 1**

This section of your insurance does not cover the following:

- 1. Anyone who can claim for the same loss from any other insurance
- 2. Loss of or damage to any premises belonging to or occupied by you, any other property owned by you or in your custody or control or any property or load being conveyed by the insured vehicle or trailer
- 3. Death of or bodily injury to any person arising out 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 the relevant laws
- 4. Death, bodily injury or damage to property caused as a result of plant covered by this policy being used as a tool of trade
- 5. Any liability arising while any vehicle is being used in or on any part of an airport or aerodrome which is used for:
  - Aircraft take-off or landing
  - Aircraft parking including service roads
  - Ground equipment parking areas

Except where we need to provide the minimum insurance required by the Road Traffic Act.

- Any liability arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, except where we need to provide the minimum insurance (£1,200,000) required by the Road Traffic Act
- 7. Any legal responsibility, unless we need to provide the minimum insurance required by the Road Traffic Act, 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.

- 8. Death, bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
  - The bringing of any load to any commercial vehicle for loading on to or
  - The taking away of the load from any commercial vehicle after it has been unloaded by any person other than the driver or attendant of such vehicle



# Section 2 – Loss of or damage to your vehicle

## This cover only applies to your vehicle

We will insure your vehicle and accessories against loss or damage (less any excess that applies) caused by:

- Accidental or malicious damage, flood damage and vandalism
- Fire, lightning, self-ignition and explosion or
- Theft or attempted theft, or taking the vehicle away without your permission

## For a claim under this section we will, at our absolute discretion, either:

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

#### The most we will pay will be either:

- The UK mainland market value of your vehicle as determined by us, immediately before the loss; up to the value shown on your schedule or
- The amount it would cost us to repair your vehicle at an ERS approved repairer or as otherwise agreed by our appointed engineer

whichever is less.

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.

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

#### **Excesses**

If an excess is shown on your schedule, you have agreed to pay that amount for each incident of loss or damage.

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.

#### Windscreen damage (comprehensive cover only)

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.

The helpline number is 0330 123 5991.

A replacement will be subject to the excess shown on the schedule for each claim. There is no limit on the cost of the windscreen.

No excess will apply if the windscreen can be repaired instead of replaced.

This benefit does not apply to damaged sun roofs, roof panels, lights or reflectors whether glass or plastic.

## Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced driver (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 excess that you may have to pay.

Drivers	Amount
Under 21 years of age	£300
Aged 21 to 24 years	£200
Aged 25 years or over who has a provisional driving licence or has not held, for 12 months or	£200
More, a full driving licence issued by any country which is a member of the European Union	

These amounts do not apply if the loss or damage is caused by fire or theft.



#### 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 competent repairer. 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 supplier.

#### 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, and your vehicle does not exceed 3.5 tonne gross vehicle weight our approved repairer will:

- Guarantee the repairs for 5 years
- Endeavour to use original equipment manufacturer parts/equipment where feasible
- Upon, request and subject to availability, supply you with a courtesy car for the duration of the vehicle repair or until your policy expires, whichever is the sooner

If your vehicle cannot be driven safely, you should allow us the opportunity of moving it to the premises of an approved repairer or 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, anyone conducting repairs to an insured vehicle should retain the following for our inspection:

- A fully costed estimate
- 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
- Guarantee the provision of a courtesy car
- Guarantee the repairs
- Guarantee the use of original equipment manufacturer paint/parts

We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with your chosen repairer over costs.

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.

### **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, unless you qualify for a new vehicle replacement benefit, offer an amount in settlement of the claim.

The insurance cover for that insured vehicle will end when you accept that offer.

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 the amount shown on the schedule.

Once we have made a payment, the insured vehicle becomes our property unless we agree otherwise.

## Vehicles subject to a finance agreement

If the market value we place upon 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 the market value placed upon 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

## Vehicles subject to a lease / hire agreement - No legal right to title

If the market value we place upon 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 the market value we place upon 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.

#### 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 vehicle, which will settle the claim in full. Any transfer of legal title or distribution of the proceeds of the vehicle should be taken up directly with the lease / hire company in line with the specific terms of your agreement.

#### Salvage

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. If retention is granted, the value of the salvage, as determined by us, will be deducted from the settlement.

At the point of payment the vehicle will become our property unless we agree otherwise.

If your vehicle has been subject to an insurance write off (total loss), you must be able to evidence the 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 valuation will be affected.

If we ask, you must send us your vehicle registration document (V5c), MOT certificate (if applicable), the purchase receipt for the vehicle, all keys and any other relevant documentation before we agree to settle the claim.

#### New vehicle replacement

This cover applies to any car or commercial vehicle with a gross weight of 7.5 tonnes or less.

If the vehicle is less than one year old from the date of buying it new and the cost of repairing any damage (that is covered by this insurance) is more than 50% of the manufacturer's recommended retail price plus taxes, or is lost by theft or is stolen and not recovered, we will replace it with a new vehicle of the same make, model and specification, provided one is available.

The lost or damaged vehicle will then belong to us.



### New vehicle replacement (Coach and Bus)

This cover applies only where the insured vehicle is a Coach or Bus.

If the vehicle is less than one year old from the date of you buying it new and the cost of repairing any damage (that is covered by this insurance) is more than 70% of the manufacturer's recommended retail price plus taxes, or is lost by theft or is stolen and not recovered, we will replace it with a new vehicle of the same make, model and specification, provided one is available.

If one is not available, we will pay an amount equal to that which was paid when you bought the vehicle, or the current manufacturers Recommended Retail Price (including taxes), whichever is less.

The lost or damaged vehicle will then belong to us.

### 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.

If it was not part of the vehicle when it was originally manufactured, we will only pay up to £500.

#### Audio, visual, vending & telephone equipment (Coach and Bus)

This cover applies only where the insured vehicle is a Coach or Bus.

We will pay up to £2,500 in total, for loss or damage to any permanently fitted audio and telephone equipment, videos, televisions, food or drink vending machines and radio communication equipment.

## Exceptions (what is not covered):

- We will not pay the first £250 of each and every claim
- We will not pay for loss or damage to accessories used with this equipment such as audio/video cassettes, Compact Discs, and other forms of media storage devices

## When your vehicle is being serviced

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While your vehicle is in the hands of the motor trade for a service or repair, we ignore any restrictions on driving or use (as shown in your certificate of motor insurance).

# Trailer cover

If you request and we agree; we will also insure any trailer declared by you against loss or damage, while it is:

- Attached to the vehicle or
- Temporarily detached during the course of a journey or
- Detached from the vehicle on your premises or those of your customer provided that the premises are securely locked overnight or when otherwise unoccupied

Cover is restricted to trailers owned by you or which are in your care, custody or control.

The most we will pay in the event of a claim is the last value you told us about in respect of any one trailer.

There is no cover for contents in or on any trailer.



# Exceptions to Section 2

# This section of your insurance does not cover the following:

- 1. Any amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle)
- 2. Wear, tear and depreciation
- 3. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment
- 4. The vehicle's value reducing, including loss of value as a result of damage, whether the damage is repaired or not
- 5. Repairs or replacements which improve the condition of the vehicle
- 6. Damage to tyres, unless caused by an accident to your vehicle
- Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions
- 8. Loss resulting from repossessing the vehicle and returning it to its rightful owner
- 9. Where the vehicle is not a Fire and Rescue Service liveried vehicle; any loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
  - It has been left unlocked
  - It has been left with the keys (or any form of keyless entry / ignition control device), in it or on it
  - It has been left with the windows, roof panel or the roof of a convertible vehicle open or
  - Reasonable precautions have not been taken to protect it
- 10. Loss of or damage to your vehicle caused by an inappropriate type or grade of fuel being used
- 11. Loss of fuel.
- 12. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority
- 13. The quality of repairs, or the use of genuine parts or paints when you do not use an ERS approved repairer



# Section 3 – Loss of keys and replacement locks

We will pay up to £1000 if the keys for your vehicle are lost or stolen and have not been recovered. We will pay the cost of replacing the entry key and transponders, ignition and steering locks that can be opened or operated with the lost items. This applies as long as:

- You let the Police know about the loss as soon as it is discovered and
- The address where your vehicle is kept would be known to any person who has your keys or lock transponder.

# Section 4 – Unauthorised use

The insurance provided by this document will apply if an employee of yours uses your vehicle without authority but we will not be liable to cover your employee.

# Section 5 – Unlicensed drivers

We will insure an unlicensed driver under this document when a licence is not required by law, provided the driver is old enough to have obtained a licence to drive the vehicle had one been required by law.

# Section 6 – Medical expenses

We will pay up to £500 for each person for the medical expenses of anyone who is injured while they are in your vehicle as a result of an accident involving your vehicle.

You will not have to pay an excess for any claim under this section.

# Section 7 – Personal belongings

We will pay up to £250 for personal belongings in or on your vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

This personal belongings cover does not apply to:

- money, stamps, tickets and documents
- goods or samples connected with the work of any driver or passenger
- property insured under any other contract
- wear and tear or
- property that was not protected

You will not have to pay an excess for any claim under this section.

#### Passenger Personal Belongings (Coach and Bus)

This cover applies only where the insured vehicle is a Coach or Bus.

We will extend cover under this section to include liability for loss of or damage to passenger's luggage and personal effects whilst in your vehicle. The most we will pay will be:

- £500 in respect of any one passenger
- £30,000 for any one incident and
- £50,000 in total in any one period of insurance

#### Exceptions (what is not covered):

- We will not pay the first £50 for each claim received from a passenger
- The maximum amount we will deduct in this way for individual claims arising out of one incident will be £1,000



# Section 8 - Personal accident

If the driver of an insured vehicle is involved in an accident and within three months of that accident it is the only cause of death or injury, we will pay £10,000 for; death, the loss of any limb or the permanent loss of sight in one or both eyes.

Payment will be made direct to the insured person or to their legal representative.

#### Exceptions:

- We will not pay more that £10,000 for any claim(s) resulting from one accident.
- We will not pay any amount for injury arising from suicide or attempted suicide.
- We will not pay any amount for death or injury to any person convicted of driving while under the influence of drink or drugs at the time of the
  accident.
- We will not be liable to pay for death of or injury to any person not wearing a seat belt when they have to by law.

# Section 9 – Foreign use

The cover shown on the schedule will apply to any member country of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland (including Liechtenstein).

In respect of any countries other than shown above, you should contact us and if we agree to provide cover we may require an additional premium.

If cover is provided, the following benefits apply:

#### Insurance cover

We will extend your insurance to apply to claims which happen:

- in any country which we have agreed to provide cover for and
- while the vehicle is being transported (including loading and unloading), between ports in countries where you have cover, as long as the vehicle is being transported by rail or by a recognised sea route of not more than 65 hours

## Customs duty and other charges

If your vehicle suffers any loss or damage covered by this insurance, and the vehicle is in any country for which we have agreed to provide cover, we will:

- Refund any customs duty you have to pay after temporarily importing your vehicle into any of the countries where you have cover
- Refund any general average contributions, salvage charges and sue and labour charges incurred during transit of your vehicle and
- Pay the cost of delivering your vehicle to you at your address in the United Kingdom after the repairs have been made if your vehicle cannot be driven because of any loss or damage



# Section 10 — Motor Legal Expenses

#### **Motor Legal Expenses**

- 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

#### **Helpline Services**

#### Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone 0333 005 0351 and quote "ERS - Motor Legal Expenses".

## **Terms of Cover**

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf we act.

If a claim is accepted under this insurance, we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a Conflict of Interest arises. Where it is necessary to start court proceedings or a Conflict of Interest arises and you want to use a legal representative of your own choice, you will be responsible for any Advisers' Costs in excess of our Standard Advisers' Costs.

The insurance covers Advisers Costs as detailed under the separate sections of cover, up to the Maximum Amount Payable where:

- The Insured Incident takes place in the Period of Insurance and within the Territorial Limits, and
- The Legal Action takes place within the Territorial Limits

This insurance does not provide cover where something you do or fail to do prejudices your position or the position of the Insurer in connection with the Legal Action.

#### **Personal Injury**

#### What is insured

You are covered for Advisers' Costs to pursue damages claims arising from a Road Traffic Accident whilst you are in, boarding or alighting the Vehicle against those whose negligence has caused your injury or death.

If the Legal Action is going to be decided by a court in England or Wales and the damages you are claiming are above the small claims track limit, the adviser must enter into a Conditional Fee Agreement which waives their own fees if you fail to recover the damages that you are claiming in the Legal Action in full or in part. If the damages you are claiming are below the small claims track limit advisers' costs will not be covered but you can access the Legal Helpline for advice on how to take your case further.

#### What is not insured:

#### Claims

- Relating to an agreement you have entered into with another person or organisation
- For stress, psychological or emotional injury unless it arises from you suffering physical injury

#### **Uninsured Loss Recovery**

#### What is insured

You are covered for advisers' costs to pursue damages claims arising from a Road Traffic Accident against those whose negligence has caused You to suffer loss of Your insurance policy excess or other out of pocket expenses.

If the Legal Action is going to be decided by a court in England or Wales and the damages you are claiming are above the small claims court limit, the adviser must enter into a Conditional Fee Agreement which waives their own fees if you fail to recover the damages that you are claiming in the Legal Action in full or in part. If the damages you are claiming are below the small claims track limit advisers' costs will be covered subject to the conditions applicable to this insurance.



#### What is not insured:

#### Claims

- Relating to an agreement you have entered into with another person or organisation
- For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any
  future agreements funded by the Motor Insurers Bureau

#### **Motor Prosecution Defence**

#### What is insured

Advisers' costs to defend a Legal Action in respect of a motoring offence, arising from your use of the Vehicle. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

#### What is not insured:

#### Claims:

- For alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving
  or being control of the Vehicle whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where you have been
  advised by a medical professional not to drive
- For advisers' costs where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- For parking offences for which you do not get penalty points on your licence
- For motoring prosecutions where your motor insurers have agreed to provide your legal defence

#### **Motor Contract**

#### What is insured

You are covered for advisers' costs to pursue or defend a Legal Action relating to a dispute over a contract for the sale or purchase of goods or services relating to the Vehicle including the Vehicle itself, provided Advisers' Costs do not exceed the amount claimed.

#### What is not insured:

Claims where the contract was entered into before you:

- First purchased this insurance or
- Purchased similar insurance which was in place immediately before this insurance began



# General Exceptions -Section 10

#### There is no cover:

- Where the Insured Incident occurred before you purchased this insurance
- Where you fail to give proper instructions to us or the adviser or fail to respond to a request for information or attendance by the adviser
- Where advisers' costs have not been agreed in advance or exceed those for which we have given our prior written approval
- For advisers' costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- To defend Legal Actions arising from anything you did deliberately or recklessly
- For claims made by or against the Insurer, us or the adviser
- Where a reasonable estimate of your advisers' costs is greater than the amount in dispute other than in relation to Uninsured Loss Recovery claims
- Where your motor insurers repudiate the motor insurance policy or refuse indemnity
- For any claim arising from racing, rallies, competitions or trials
- For an application for Judicial Review
- For appeals without our prior written consent
- For any Legal Action that we reasonably believe to be false, fraudulent, exaggerated or where you have made misrepresentations to the adviser
- Where at the time of the Insured Incident you:
  - were disqualified from driving
  - did not hold a licence to drive
  - did not have a valid MOT for the Vehicle
  - did not procure valid vehicle tax
  - failed to comply with any laws relating to the Vehicle's ownership or use
- For disputes between the adviser and any other party which is only over the level of advisers' costs
- For your solicitors owns costs where your claim is being pursued under a Conditional Fee Agreement



# General conditions -Section 10

#### Claims

- You must notify us as soon as possible and within a maximum of 180 days once you become aware of the Insured Incident. There will be no cover under this policy if, as a result of a delay in reporting the claim our position has been prejudiced. To report a claim you must follow the instructions under "How to make a claim" below
- We shall appoint the Adviser to act on your behalf
- We may investigate the claim and take over and conduct the Legal Action in your name. Subject to your consent which must not be unreasonably withheld, We may reach a settlement of the Legal Action
- You must supply at your own expense all of the information which we reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a Conflict of Interest arises, and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any advisers' costs in excess of our standard advisers' costs. The adviser must represent you in accordance with our standard conditions of appointment which are available on request
  - The Adviser must:
    - Provide a detailed view of Your prospects of success including the prospects of enforcing any judgement obtained without charge
    - Keep us fully advised of all developments and provide such information as we may require
    - Keep us regularly advised of advisers' costs incurred
    - Advise us of any offers to settle and payments in to court. If against Our advice such offers or payments are not accepted there shall be no further cover for advisers' costs unless we agree in our absolute discretion to allow the case to proceed
    - Submit bills for assessment or certification by the appropriate body if requested by us
    - Attempt recovery of costs from third parties
    - Agree with us not to submit a bill for advisers' costs to the Insurer until conclusion of the Legal Action
  - In the event of a dispute arising as to costs we may require you to change adviser
  - The Insurer shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects
    of success
  - You shall supply all information requested by the adviser and us
  - You are responsible for any advisers' costs if you withdraw from the Legal Action without our prior consent. Any costs already paid by us
    must be reimbursed by you
  - You must instruct the adviser to provide us with all information that we ask for and report to us as we direct at their own cost

# **Prospects of Success**

At any time we may, but only when supported by independent legal advice, form the view that you do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support.

Examples of a positive outcome are:

- Being able to recover the amount of money at stake
- Being able to enforce a judgement
- Being able to achieve an outcome which best serves your interests

#### **Disputes**

Any disputes between you and us in relation to our assessment of your prospects of success in the case or nomination of solicitor may, where we both agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

## Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.



## **HOW TO MAKE A CLAIM (Section 10)**

## For Uninsured Loss Recovery & Personal Injury claims:

You should call 0330 123 59912 to report a claim. Details of your claim will be passed to the adviser who will contact you to discuss any uninsured loss recovery or personal injury claims or any assistance you require in relation to a hire car or Vehicle repairs.

#### All other claims

You should telephone the Legal Helpline on 0333 005 0351 and quote "ERS Motor Legal Expenses" to obtain advice and request a claim form. Alternatively, you can submit a claim form online by visiting <a href="https://www.arclegal.co.uk/informationcentre">www.arclegal.co.uk/informationcentre</a>.

Upon return of a completed claim form we will assess the claim and if covered, send details to the adviser who will then contact you directly.

#### **Data Protection Act**

Your details and details of your insurance cover and claims will be held by us and/or the Insurer for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

## **Customer Service**

We aim to get it right, first time, every time. If we make a mistake, we will try to put it right promptly.

If you are unhappy with the service that has been provided, you should contact us at the address below. We will always confirm to you, within five working days, that we have received your complaint. Within four weeks you will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of us receiving your complaint, you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if you are not satisfied with the delay, you may refer the matter to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if you are not happy with our final response or before we have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd

P O Box 8921 Colchester CO4 5YD

T: 01206 615000

E: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

**Financial Ombudsman Service** 

Exchange Tower London E14 9SR

T: 08000 234 567

E: complaint.info@financial-ombudsman.org.uk

# Compensation

We and AmTrust Europe Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we or AmTrust Europe Limited are unable to meet Our obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a> or by telephoning 0800 678 1100.

### **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at <a href="https://www.fca.org.uk">www.fca.org.uk</a>



# Section 11 — Vehicle breakdown and recovery service

Unless shown otherwise by endorsement, this extension forms part of your insurance cover.

NOTE: This section of the policy is a motor vehicle breakdown and recovery insurance, designed to help keep you and your party mobile.

## Section A - UK Cover

#### ROADSIDE ASSISTANCE

#### What is covered:

We will cover the following if the insured vehicle suffers a breakdown more than a ¼ of a mile from the home address:

- Up to one hour of labour costs at the roadside to try and repair the fault
- Taking the insured vehicle and you to the nearest available repairer within 20 miles of the breakdown if it cannot be repaired at the scene
- Phoning someone that may need to know about the breakdown

If the repairer is closed and you ask us to take the insured vehicle back to the home address, we can pick it up the next day (or whenever suits you), and take it to the nearest available repairer within 20 miles of the home address.

#### What is not covered:

- More than one hour of labour costs at the roadside
- Any benefit not arranged and agreed by us
- Any costs (including labour) incurred for any repairs carried out other than at the scene of the breakdown
- Any transportation beyond the nearest available repairer unless previously agreed by us
- Any breakdowns occurring within a ¼ of a mile of the home address
- Any storage costs
- Any cost of recovering the insured vehicle and you to separate destinations after a breakdown

## **MISFUELLING**

## What is covered:

If the insured vehicle cannot be driven as a result of using the incorrect type of fuel, we will cover:

- Draining and flushing of the fuel tank at the roadside
- Taking the insured vehicle and you to the nearest available repairer for draining and flushing of the fuel tank, if it cannot be done at the scene
- Topping up the fuel tank with 10 litres of the correct fuel

Please note: if you realise you have used the incorrect fuel and have not started the insured vehicle, do not attempt to start it.

## What is not covered:

- Any transportation beyond the nearest available repairer unless previously agreed by us
- Any loss of fuel due to draining and flushing
- Any resultant damage or failure of any parts caused by incorrect fuel being used

### LOST KEYS

## What is covered:

If you lock the keys within the insured vehicle or lose them, we will cover:

- Taking the insured vehicle and you to the nearest available repairer or
- Taking you to and from where the spare keys are located, provided it is no further than the nearest available repairer

## What is not covered:

Any repairing, replacing, or re-programming of keys

## RECOVERY / ALTERNATE TRANSPORT / OVERNIGHT ACCOMMODATION

## What is covered:

If the insured vehicle cannot be repaired at the scene of the breakdown or at the nearest available repairer by the end of the working day we will

- Taking the insured vehicle and you to any one place within the UK that you choose or
- If you are more than 50 miles from the home address:

Vehicle hire up to £250 so that you can complete your journey and return to collect the insured vehicle after repair or

Alternative means of public transport up to £150 so that you can complete your journey and return to collect the insured vehicle after repair
or



 Overnight accommodation (on a room only basis) for 1 night, up to £75 per person to a total of £500, near where the insured vehicle is being repaired

## What is not covered:

- Any overnight accommodation if the insured vehicle is a minibus
- Any breakdown occurring within a ¼ of a mile of the home address
- Any costs for food, meals or drinks
- Any fuel and oil costs used in any hire vehicle
- Any costs other than the daily rate of a hire vehicle (please see important information for further details)
- Any costs related to the breakdown of a hire vehicle
- any ferry fares or toll fees

#### REPLACEMENT DRIVER

#### What is covered:

If the only driver in the insured vehicle is certified as medically unfit to drive during a trip/journey, we will arrange and cover the cost for a chauffeur to drive or transport the insured vehicle to a single destination that you choose.

#### **HOME ASSISTANCE**

#### What is covered:

If the insured vehicle suffers a breakdown within a \( \frac{1}{2} \) of a mile of the home address we will cover:

- Up to one hour of labour costs at the roadside or the home address
- Taking the insured vehicle and you to the nearest available repairer if the breakdown cannot be repaired at the scene

#### What is not covered:

Any recovery costs other than to the nearest available repairer if the breakdown occurs within a ¼ of a mile of the home address

## Section B - European Cover

#### What is covered:

In addition to the cover provided in Section A UK cover, we will provide the cover stated in the following sub-sections if the insured vehicle suffers a breakdown during a trip.

Cover for misfuelling, lost keys and replacement driver cover is also extended to whilst the insured vehicle is being driven in Europe.

## What is not covered:

- Any transportation of excise goods to or from Europe which come under the jurisdiction of HM Revenue & Customs (e.g. alcohol and tobacco).
  Any of these items must be removed from the vehicle prior to transportation being arranged and you will be responsible for any shipping costs
- Any cover in Europe if the insured vehicle has been out of the UK for more than 90 days for any one trip during the period of insurance

## **COVER PRIOR TO TRIP DEPARTURE**

### What is covered:

If the insured vehicle suffers a breakdown in the UK up to seven days prior to a pre-booked trip and cannot be repaired before the planned departure date (a garage report and evidence of your pre-booked trip will be required), we will cover:

- Rebooking a missed sea crossing (ferry or train) as a result of the breakdown, if the insured vehicle can be repaired within 24 hours of the original booked sea crossing or
- Overnight accommodation (on a room only basis) for you near where the insured vehicle is being repaired. The most we will pay is up to £75
  per person per night, to a maximum of £750 (extended to £1,350 for minibuses) in total

## What is not covered:

- Any claim where the policy was purchased less than ten days before your planned trip departure date
- Any costs for food, meals or drinks



## **ROADSIDE ASSISTANCE**

#### What is covered:

If the insured vehicle suffers a breakdown in Europe we will cover:

- Up to one hour of labour costs at the roadside to try and repair the fault
- Taking the insured vehicle and you to the nearest available repairer if the breakdown cannot be repaired at the scene

#### What is not covered:

- More than one hour of labour costs at the roadside
- Any costs (including labour) incurred for any repairs carried out other than at the scene of the breakdown
- Any transportation beyond the nearest available repairer

## ALTERNATIVE TRANSPORT / OVERNIGHT ACCOMMODATION

#### What is covered:

If the insured vehicle suffers a breakdown in Europe, and it cannot be repaired the same day, we will cover:

- a hire vehicle while the insured vehicle is being repaired, up to £70 per day, to a maximum of £800 in total or
- standard-class rail fares and / or economy class air travel, as agreed by us, for you to get to your intended destination and for you to return to
  collect the insured vehicle after repair or
- alternative overnight accommodation (on a room only basis) for you while the insured vehicle is being repaired, up to £75 per person per night, to a maximum of £750 (extended to £1,350 for minibuses) in total

## What is not covered:

- any costs for food, meals or drinks
- any use of hire cars across national borders
- any fuel and oil costs used in any hire vehicle
- any costs other than the daily rate of a hire vehicle (please see important information for further details)
- any costs related to the breakdown of a hire vehicle

## RETURNING YOU AND THE INSURED VEHICLE BACK HOME

### What is covered:

If after a breakdown the insured vehicle cannot be repaired before the planned return date we will cover:

- Standard-class rail fares and/ or economy class air travel, as agreed by us, for you to return to the home address
- Vehicle storage costs
- Providing it will be repaired on return to the UK, transportation of the insured vehicle to a single destination you choose within the UK or
- if agreed by us in advance, the cost of one economy air fare and / or standard-class rail fare for either you or someone you nominate, who is legally entitled and able to drive the insured vehicle, to return and collect it following repair

# What is not covered:

- Any customs import duties
- Any other additional costs incurred in transporting injured occupants as a consequence of a breakdown
- Any vehicle transportation costs higher than the market value of the insured vehicle
- Any transportation of the insured vehicle if it is beyond economical repair
- Any costs if the transportation of the insured vehicle and you has not been arranged and agreed by us

# REPLACEMENT PARTS DISPATCH

# What is covered:

If replacement parts are needed to repair the insured vehicle, and these are not available locally, we will cover the costs to transport these parts.

### What is not covered:

- Any costs incurred from ordering incorrect replacement parts where this is due to insufficient or wrong information being given by you
- Any actual cost of any parts needed to repair the vehicle

# EMERGENCY REPAIRS FOLLOWING AN ATTEMPTED THEFT / BREAK-IN

# What is covered:

If the insured vehicle is damaged following an attempted theft or break-in, we will cover emergency repairs to secure it, up to a maximum of £200.

**Please note:** In order to make a claim under this section you will need to contact the police within 48 hours of the incident and be able to provide proof of this contact when requested.

## What is not covered:

- Any costs incurred after your return to the UK
- Any repairs for cosmetic damage including, but not limited to, damage to paintwork



#### TENT THEFT OR DAMAGE

## What is covered:

If your tent is stolen or damaged following a break-in, attempted theft or theft of the insured vehicle, we will cover:

- Tent hire up to a maximum of £100 in total or
- Alternative overnight accommodation (on a room only basis) for you, up to £75 per person to a total of £500 (extended to £1,350 for minibuses)

# What is not covered:

- Any costs for food, meals or drinks
- Any cover under this benefit if a claim is also made for alternative overnight accommodation under Alternative transport / overnight accommodation

**Please note:** In order to make a claim under this section you will need to contact the police within 48 hours of the incident and be able to provide proof of this contact when requested.

# REPLACEMENT VEHICLE ON RETURN TO THE UK

## What is covered:

If we have agreed to return the insured vehicle and it is still out of use upon your arrival back in the UK, we will cover up to £250 for a hire vehicle while it is being repaired.

## What is not covered:

- Any fuel and oil costs used in any hire vehicle
- Any costs other than the daily rate of a hire vehicle (please see important information for further details)
- Any costs related to the breakdown of a hire vehicle



# Important information

**Claiming for expenses -** Any claim for expenses must be notified within seven days of the breakdown where it happens in the UK, or upon return from your trip, to: Pen Rescue, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

You must keep all invoices and receipts and other documents which may be relevant to a claim. Any documentary evidence and details we may require must be provided.

**Recovery agent documentation -** You may be asked to sign documentation by the recovery agent which relate to the service being provided. Failure to do so may result in further services being denied. Please do not sign any documents until you have read & understood the content in full.

**Hire vehicles -** It is not always possible to provide hire vehicles with automatic transmissions or vehicles with accessories such as bike racks, luggage racks or tow bars.

We do not offer hire / replacement motorcycles. Where the insured vehicle is a motorcycle the option to hire a car is available.

The provision of a replacement vehicle is subject to availability and the hire company's terms and conditions, including any driving licence restrictions and minimum age requirements. You may need to provide the hire car company with a credit card and a full driving licence to receive the vehicle.

You are responsible for any damage to the hire vehicle while it is in your possession and any excess imposed by the hire company. We will only refund amounts covered by this policy if we receive valid invoices and receipts.

If you take up the benefit of a hire vehicle, we will not pay any costs other than the daily rate of this vehicle. Costs you may incur that are not covered include:

- Any hire vehicle insurance costs
- Any fuel or oil costs in the hire vehicle
- Any costs related to damage or breakdown of the hire vehicle
- Any excess waiver costs

**Misfuelling -** If you realise you have used the incorrect fuel in the insured vehicle and:

- You have not started the vehicle do not attempt to start it
- You have started the vehicle stop at the nearest safe location, turn off the vehicle and call the 24-hour Rescue Control Centre immediately

**Returning your luggage home -** If we return you to the UK after a breakdown, we will transport your personal luggage back to the home address. Transportation of your personal luggage may be separate from the insured vehicle and you.

**Driving in Europe -** You may be asked to produce your documents at any time. Make sure they are to hand to avoid the risk of a police fine or even having the insured vehicle taken away.

It is your responsibility to ensure you have all documentation and equipment needed to comply with the requirements of immigration, customs, health and other regulations. You should always have the following:

- Valid full (not provisional) driving licence
- Insured vehicle registration document
- Motor insurance certificate
- Your travel documents

Make sure you have the cover you expect when driving abroad.

By law you may be required to carry certain equipment when driving in Europe. Please make sure you check and have everything you need.

**Animals -** If there are animals in the insured vehicle when it breaks down it will be our decision whether we can transport them. We will not be liable for the wellbeing of the animals. We will not transport livestock.



# General exceptions

# These general exceptions apply to section 11:

- 1. Any loss, damage or costs that are covered by any other insurance or breakdown organisation
- 2. Direct or indirect loss, damage or legal responsibility caused by, contributed to or arising from:
  - Acts of terrorism
  - An earthquake or other natural disaster
  - Any result of war, riot, revolution, civil commotion or unrest, or any similar event
  - lonising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel
  - The radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment
  - Carrying any dangerous substances or goods which you need a licence from the relevant authority
  - Pressure waves caused by aircraft or other flying objects
- 3. Any costs if the insured vehicle has been used:
  - For public or private hire or reward, including but not limited to, taxis and couriers unless the appropriate cover is shown on your policy schedule
  - On any race track, race circuit or toll road without a speed limit (such as Nurburgring)
  - For racing, rally, pace making or in any contest or speed trial, or practising for any such event, or is involved in any rigorous reliability testing
- 4. Our recovery agent must have attended the initial breakdown for any cover under this policy to be in force
- 5. Any costs if the insured vehicle is overloaded or carrying more than the amount of passengers for which it was designed
- 6. The cost of any parts, components or materials used to repair or remobilise the insured vehicle
- 7. Any costs related to you not carrying a spare tyre or tyre inflation kit. This includes the sourcing and delivery of any tyres and any tyre specialist costs
- 8. Breakdowns due to frost damage or failure to maintain the insured vehicle which leads to insufficient oil, coolant, or other fluids (excluding fuel)
- 9. Any penalty, parking, congestion or emission charges or any fines
- 10. Any request for assistance if the insured vehicle is not accessible by the attending recovery agent
- 11. Any call-out related to a previous breakdown which has occurred within the last 28 days unless you have made permanent repairs to the fault, or the insured vehicle has been declared fit to drive by a recovery agent, or is in transit to a pre-booked appointment at a suitable repairer
- 12. Damage or costs incurred as a direct result of gaining access to the insured vehicle following any request for assistance
- 13. The repair or recovery of the insured vehicle at or from the premises of a motor trader
- 14. The attendance or recovery of any vehicle being used with trade plates
- 15. Vehicles which are broken down before or at the time of purchase, or breakdowns due to faults already known to you when you purchased this policy
- 16. Loss of or damage to the insured vehicle or its contents, or any valuables carried in it
- 17. Telephone call charges
- 18. Compensation due to any delays in providing the services covered under this policy
- 19. Costs that aren't immediately to do with getting the insured vehicle back on the road, for example lost earnings if a breakdown means you are late for work
- 20. Breakdowns which occur due to speeding, alcohol or drug-related incidents



# General conditions

# These general conditions apply to section 11:

- 1. We will only provide the cover described in this section if:
  - Anyone involved in or making a claim has met all the conditions in this document and
  - The information you have given is, as far as you know, correct and complete
- 2. We can:
  - Takeover, conduct, defend or settle any claim
  - Take proceedings, at our own expense 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
- 3. This insurance covers only the insured vehicle as shown on the policy schedule
- 4. The insured vehicle must have an MOT (unless exempt), be taxed, insured and registered in the UK
- 5. You must make sure that the insured vehicle is in a roadworthy condition at all times and it has been maintained and serviced in accordance with the manufacturer's recommendations, and any necessary repairs have been carried out. At the time of a claim you must be able to provide proof of servicing if we ask for it
- 6. If the insured vehicle suffers a breakdown, you must immediately tell the 24-hour Rescue Control Centre
- 7. Recovery of the insured vehicle will be undertaken in accordance with regulations as they relate to our recovery agents' working hours. Recovery agents may require regular breaks or operate staged recoveries where further agents are used to share the recovery
- 8. If the insured vehicle is fitted with locking wheel nuts you must carry the key/tool to remove them
- 9. Where possible you must stay with the insured vehicle when the recovery agent arrives
- 10. Any emergency repairs undertaken at the roadside by recovery agents are temporary, to resolve the immediate breakdown. These repairs cannot be guaranteed and permanent repairs will need to be effected at the earliest opportunity. You are responsible for ensuring any repairs carried out at a repairing garage are to your satisfaction



# General exceptions

These general exceptions apply to the whole insurance

## Your insurance does not cover you for:

## **Drivers and use**

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

- Used for a purpose for which your vehicle is not insured
- 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
- 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 your 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)
- Used on any race track, race circuit or toll road without a speed limit (such as the Nurburgring)
- 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

## 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:

- Driving over the legal limit for alcohol or
- 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.

## 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:

- More passengers than the maximum seating capacity for the insured vehicle as set by the vehicle manufacturer or
- Passengers in a manner likely to affect the safe driving and control of your vehicle or
- Any load which is greater than the maximum carrying capacity as set by the vehicle manufacturer or if applicable; any plated weight limit of the insured vehicle

## **Criminal acts**

Any legal responsibility for loss or damage (direct or indirect) caused whilst your vehicle is used by anyone insured under this insurance:

- In the course or furtherance of a crime or
- As a means of escape from, or avoidance of lawful apprehension

# **Deliberate acts**

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

# **Excess**

The amount of any excess shown within this policy document and / or on your schedule.



#### **Other Contracts**

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

- Is also covered by any other insurance or
- You have accepted under an agreement or contract unless you would have had that responsibility anyway or
- Happens outside the United Kingdom, other than where we have agreed to provide cover. (Please refer to the Foreign Use section of this
  policy document)

# 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.

## Earthquake, Riot, War

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

- An earthquake
- The result of war, riot, civil commotion, revolution or any similar event elsewhere than in Great Britain, the Channel Islands or the Isle of Man (unless we need to provide cover to meet the minimum insurance needed by law)

# Nuclear/radioactive contamination

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

- lonising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel
- The radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment

# 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.



# General conditions

What we expect for your cover to be valid

### Your responsibilities

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

You are responsible for the information you or your appointed representative has provided to us. You should ensure that the information provided is, as far as you know, correct and complete.

If you have failed to give us complete and accurate information, this could lead to us changing the terms of your policy, refusing your claim or the insurance not being valid.

You must, if requested, provide us with all relevant information and documentation in relation to this insurance. You must supply the details we need of any vehicles covered by this insurance for the purposes of the Motor Insurance Database (MID).

The vehicle must have an MOT (unless exempt), be taxed, insured and registered in the UK 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.

## Changes to your details.

You must tell us immediately about any changes to the information you have already provided. Please contact 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.

Here are some examples of the changes you should tell us about:

- A change of vehicle (including extra vehicles and any temporary vehicles)
- 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)
- A change of address
- A change of business activity
- A change in the purpose for which you use your vehicle
- 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 drive
- Details of any motoring conviction resulting in a driving disqualification or more than six penalty points being applied to the licence of any person allowed to drive
- 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
- 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



#### Claim notification

After any loss, damage or accident you must give us full details of the incident as soon as possible.

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.

You must notify us of a claim at the earliest opportunity of it occurring. If you fail to comply with this section, 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.

## 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 will not pay the claim and cover under this insurance will end.

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 1. (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.

You must not admit to, negotiate on or refuse any claim unless you have our permission.

## We can:

- Take over, carry out, defend or settle any claim and
- Take 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 co-operate 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 Acts, 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 2 of this policy document.

### 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 yourself or the person who incurred the liability.

### Arbitration

If we accept your claim, but disagree with the claim amount, the matter will be passed to an independent arbitrator (to whom we must both agree). When this happens, the arbitrator must make a decision before you can start proceedings against us.



#### Cancellation

## Where you may cancel your policy

You may cancel this insurance by declaring to us your requirement to cancel. We will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below)

We will then refund any amount we owe you to your broker subject to the premium having been paid.

Period you have had cover for	Percentage of annual premium covering that period	Percentage of refund
Up to 1 week	15%	85%
8 days to 1 month	25%	75%
up to 2 months	30%	70%
up to 3 months	50%	50%
up to 4 months	60%	40%
up to 6 months	75%	25%
up to 8 months	90%	10%
over 8 months	Full annual premium	Nil

# Where we may cancel your policy

We or your broker may cancel this insurance by sending seven days' notice, in writing, to your last known address. We will refund the part of your premium which applies to the remaining period of the insurance. We will send this refund to your broker.

# Your insurance may be cancelled because:

- You have not paid when due, a premium on an instalment plan
- You or anyone else covered by this insurance has not met the terms and conditions of the insurance
- 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
- We identify fraud on another associated policy with ERS or
- You harass any member of our staff or show abusive or threatening behaviour towards them

This is not an exhaustive list.

# Misrepresentation

Where we identify misrepresentation, non-disclosure or fraud, or any attempt to gain an advantage under this insurance to which you are not entitled, we may apply one or more of the remedies listed below:

- Agree with you to: amend your policy to record the correct information, apply any required change in; premium, policy terms and conditions
- Apply any administration costs
- Reject or pay only a proportion of your claim
- Not return to you any premium paid
- Cancel the policy
- Void the policy (which means to treat the policy as though it never existed).

## **Declaration frequency**

Your schedule will show you the frequency of when you are required to provide us with a declaration of the vehicles covered by this insurance. You should tell us of any vehicles added or deleted during the period in question, along with details of any temporary vehicles. We will calculate any additional or return premium based upon our standard calculation formula. (Details available upon request).



# Complaints

How to make a complaint if things go wrong

## Our promise to you

We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, the complaints procedure is as follows.

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive.

Address: ERS Customer Relations, PO Box 3937, Swindon, SN4 4GW

Tel: 0345 268 0279

Email: complaints@ers.com

If you are not satisfied with our response you may ask the Complaints department at Lloyd's to review your case.

Address: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA

Tel: 020 7327 5693.

Email: <a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a> Website: <a href="mailto:lloyds.com/complaints">lloyds.com/complaints</a>

If you are still not satisfied after contacting Lloyd's, you can refer your complaint to the Financial Ombudsman Service (FOS.) Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require written authority to allow us to deal with them.

If you have any questions, about complaints please contact the Company Secretary at: ERS Insurance Group Limited, 21 Lombard Street, London, EC3V 9AH



# Important notices and information

#### **Data Protection Notice**

This section 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.

ERS Syndicate Management Limited 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.ers.com/policy-pages/privacy-policy

## Where we collect your personal information

We might collect personal information about you from:

- You
- Your family members
- Your employer or their representative
- Other companies in the insurance market
- Anti-fraud databases, sanction lists, court judgement and similar databases
- Government agencies such as the DVLA and HMRC
- The publicly available electoral register
- In the event of a claim, third parties including the other party to the claim, witnesses, experts, loss adjusters, legal advisers and claims handlers

## 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, brokers / reinsurance brokers, other insurers / reinsurers, 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.

ERS purchases reinsurance to protect against the most significant claims made against motor insurance policies issued. Should such a claim arise under this contract of insurance, ERS reserves the right to disclose to its reinsurance broker and reinsurers, the details of the claim, including all personal and special category data related to the claim. That disclosure is necessary for the management of any reinsurance claim made by ERS and this practice of spreading risk is standard practice in the insurance market.

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: <a href="https://www.ers.com/policy-pages/privacy-policy">www.ers.com/policy-pages/privacy-policy</a>



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)	

# 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.

## 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 or
  - At the time you renew your policy

# **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.ers.com/policy-pages/privacy-policy. See also "Your Rights" below.

# 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 UK, 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 <u>askmid.com</u>.

# 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. When you tell us about an incident, we will pass information relating to it to Insurance Database Services Limited (IDSL).

# 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
- As evidence of conversations
- For the prevention or detection of crime (e.g. fraudulent claims)

## 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 run by Insurance Database Services Limited (IDSL). 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
- Checking details of job applicants and employees

Details of the registers, databases and fraud prevention agencies we use may be requested from the Company Secretary at:

ERS Insurance Group Limited, 21 Lombard Street, London, EC3V 9AH

### Cheat line

To protect our policyholders, we are members of the Insurance Fraud Bureau (IFB). If you suspect insurance fraud is being committed, you can call them on their confidential cheat line on 0800 422 0421.



#### 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.

## 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:

Data Protection Officer

Address: 21 Lombard Street, London, EC3V 9AH

Email: dpo@ers.com

Further details about all the rights available to you may be found on our website: <a href="www.ers.com/policy-pages/privacy-policy">www.ers.com/policy-pages/privacy-policy</a>
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 <a href="mailto:dpo@ers.com">dpo@ers.com</a>

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: <a href="mailto:casework@ico.org.uk">casework@ico.org.uk</a>

# 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