ERS Fleetsure

FS 0926

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Your policy document

Welcome to your ERS policy document. It explains what your insurance covers and should be read carefully together with any schedule, endorsement or certificate issued by ERS.

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

This insurance is written in English, and all communications about it will be in English.

This contract is governed by the law of England and Wales 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.

Your contract of insurance with us (ERS) consists of this policy document, your certificate of motor insurance, your schedule and any schedule of endorsements.

You should read all parts of the contract together as one document. Please read it carefully, including all terms, conditions and exceptions, to make sure 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.

About ERS

ERS (Syndicate 218 at Lloyd's) is managed by Starr 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).

Starr Syndicate Management Limited is registered in England and Wales under company number 426475. Its registered office is 30 Fenchurch Avenue, London EC3M 5AD.

Definitions

These are the key words and terms used 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 availability and to the driver meeting the terms and conditions of hire from the approved repairer.
- **Electric vehicle** - A vehicle which uses one or more electric motors for propulsion; or a hybrid motor vehicle using a combination of electric motors and an internal combustion engine.
- **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.
- **Hazardous Locations:**
  - airside
  - bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
  - military bases
  - Ministry of Defence premises
  - nuclear installations or establishments
  - refineries, bulk storage or production premises in the oil, gas or chemical industries
  - rail trackside or any other rail property to which the public do not have access
  - any other location with restricted access

  Other than areas designated for access or parking by the general public.
- **In-vehicle safety technology –** An electronic device that has its own independent power source and is designed to ensure the safety and security of vehicles and passenger. This includes but is not limited to dashcams and telematics equipment.
- **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 policy schedule.
- **United Kingdom (UK) –** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- **We, us –** ERS.
- **You –** the person named as 'the insured' on the schedule, or as 'the policyholder' on any certificate of motor insurance or renewal notice applying to this insurance.
- **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) and is either:
    - owned by you and registered in either the name of the insured, or a director or officer of the insured
    - under a contract hire, hire purchase or leasing agreement to you
    - loaned to you by our nominated supplier as a result of a claim made under this policy
- **Vehicles -** are defined as:
    - **Agricultural vehicle** - a vehicle (including quad bike and mechanically propelled special plant) used solely for agricultural or forestry purposes.
    - **Articulated vehicle** – a commercial vehicle made up of a power unit and one or more semi-trailers.
    - **Bus** - a passenger carrying vehicle with **17** or more passenger seats.
    - **Car** - any private car, estate car or utility car, but excluding taxi.
    - **Coach** - a passenger carrying vehicle with **17** or more passenger seats.
    - **Commercial vehicle HGV (Heavy Goods Vehicle), LCV (Light Goods Vehicle), Lorry** - any motor vehicle other than a car, coach, minibus, motorcycle, agricultural vehicle, articulated vehicle, bus, motor caravan, taxi or trade plate.
    - **Motor caravan** - a vehicle designed primarily for leisure purposes that meet the requirements of the DVLA classification, which includes: a table; fixed seating; cupboard; sleeping accommodation; water and cooking facilities.
    - **Motorcycle** - any motorcycle, motorcycle and sidecar or moped.
    - **Minibus** - a vehicle with between 9 and 16 passenger seats in addition to the driver.
    - **Taxi** - a car used primarily as a tool of trade for the purpose of transporting fare paying passengers for hire or reward.
    - **Trade plate** – any vehicle displaying Motor Trade plates for the purposes of testing other people's vehicles on public roads by a registered Motor Trader.
    - **Trailer** - any trailer which is your property or for which you are responsible. The trailer does not include a disabled mechanically propelled vehicle.

What to do if you need to make a claim

Nobody likes making a claim, but these simple steps can help the process run 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 quickly.
- Fraud prevention to keep your premiums low.
- Positive handling of third-party claims to keep costs down.
- Sophisticated tools to help claims go smoothly.

Repairing your vehicle

If your insurance covers damage to your vehicle, we can talk you through your repair options.

We can take care of everything for you:

- 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 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

Take photos of:

- Any damage to their vehicle.
- Any damage to your own vehicle.
- 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.

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.

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.

Complaints Department
Lloyd's
One Lime Street
London
EC3M 7HA
Tel: 020 7327 5693.
Email: **complaints@lloyds.com**
Website: lloyds.com/complaints

If you are still not satisfied after contacting Lloyd's, you can refer your complaint to the Financial Ombudsman Service (FOS).

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, 30 Fenchurch Avenue, London EC3M 5AD.

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 or email 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
- you have not provided documentation requested by us or your broker
- 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
- you harass any member of our staff or show abusive or threatening behaviour towards them

This is not an exhaustive list.

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.

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. We will require sight of the SORN certificate before we provide cover for any vehicles on this basis.

Please note that the certificate of insurance is not valid for any vehicles that are covered on either an Accidental Damage Fire & Theft or Fire & Theft basis.

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	✓	✓	✓	✓	×
Accidental damage	✓	✓	×	×	×
Malicious damage	✓	✓	×	×	×
Fire	✓	✓	✓	✓	×
Flood	✓	✓	×	×	×
Theft	✓	✓	✓	✓	×
Vandalism	✓	✓	×	×	×
Windscreen	✓	✓	×	×	×
Emergency accommodation or transport	✓	×	×	×	×
Misfuelling	✓	×	×	×	×
Section 3 – Loss of keys and replacing locks	✓	×	×	×	×
Section 4 – Unauthorised use	✓	×	✓	×	✓
Section 5 – Unlicensed drivers	✓	×	✓	×	✓
Section 6 – Medical expenses	✓	×	×	×	×

Cover continued

Section name	Comprehensive	Accidental damage Fire & Theft	Third party Fire & theft	Fire & theft	Third party only
Section 7 – Personal belongings	✓	×	×	×	×
Section 8 – In-vehicle safety technology	✓	×	×	×	×
Section 9 – Personal accident	✓	×	×	×	×
Section 10 – Foreign Use	✓	×	✓	×	✓

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
- £5,000,000 – for all other vehicle types
- £1,200,000 – in respect of any vehicle carrying hazardous goods
- £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 causes 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,
- for cover to 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
- 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
- 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.

Charging cable – Liability

We will cover your legal liability for death, bodily injury or damage to property arising out of the connection of the insured car to a domestic mains power supply, or a rapid charging unit for the purposes of charging the car. Only whilst it is connected by means of the manufacturer supplied domestic charging cable or the rapid charging unit's standard heavy-duty cable.

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
- 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

Cyber Liability Cover

We will pay any amounts you may legally have to pay subject to the limits stated under Section 1 for causing death or bodily injury to other people, or property damage, due to:

1. The use of, or failure of, any application, software or programme in connection with your vehicle (including any driver assistance, safety or security systems).
2. Any computer virus, ransomware, code or software affecting any electronic systems fitted to your vehicle by the original vehicle manufacturer.
3. Any threat, deception or hoax relating to 1 and/or 2 above.

Subject to the terms, conditions, limitations and exclusions of this policy.

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 of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of 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.
6. 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
   - 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 sunroofs, 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 more, a full driving licence issued by the UK or any country which is a member of the European Union.	£200

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.

Emergency accommodation or transport costs

After any claims under this section that deprives you of the use of the insured vehicle, we will pay up to £250 in total towards:

- alternative overnight accommodation (on a room only basis) for you while the insured vehicle is being repaired, and/or
- a hire vehicle while the insured vehicle is being repaired

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,

- Supply you with a courtesy car (subject to availability) for the duration of the vehicle repair or until your policy expires, whichever is the sooner (where the vehicle involved is covered comprehensively).

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
- 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,
- Be responsible for 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.

Courtesy car (Comprehensive cover only)

If you make a claim under this section and you choose to use our approved repairers, you will be provided with a courtesy car (subject to availability) for the duration of the repairs or until your policy expires, whichever is sooner.

The vehicle provided is intended to keep you mobile and will not necessarily be a like-for-like replacement of your vehicle. You will be provided with either a small, standard private car or small car-derived van.

All courtesy cars are subject to the driver meeting the terms and conditions of hire from the approved supplier.

If your vehicle is a total loss, you will not be offered a courtesy car.

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

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.

You will not receive a refund of premium if your insurance ends due to the total loss of your vehicle.

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

If the insured vehicle is owned by someone else, we will discuss the valuation and payments directly with the vehicle owner rather than with you.

When we determine the value of the insured vehicle, we will take into account any discount on the manufacturer's recommended retail price received at the point of purchase.

Our offer will not exceed 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 then, 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 then, 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 request documentary evidence of repairs and other documentation that 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.

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.

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).

Electric vehicles - Leased batteries

In the event of loss of or damage to the insured vehicle under this section, we may be required to make a payment to the owner of your vehicle's battery, or batteries, if the battery is leased or hired.

Electric vehicles - Charging cable

We will insure your vehicle charging cable against loss or damage caused by:

- accidental or malicious damage, flood damage or vandalism
- fire, lightning, self-ignition and explosion; or theft or attempted theft

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
- temporarily detached during the course of a journey
- 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. The amount of any excess shown on your schedule
2. Any amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle)
3. Wear and tear
4. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment
5. Your vehicle's value reducing, including loss of value as a result of damage, whether the damage is repaired or not
6. Repairs or replacements which improve the condition of your vehicle
7. Damage to tyres, unless caused by an accident to your vehicle
8. Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions
9. Loss of or damage to accessories unless they are permanently attached to your vehicle
10. Any amount over the last-known list price of any part or accessory or the cost of fitting any part or accessory if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom. (This exception does not apply where any applicable part or accessory is no longer commercially available from the vehicle manufacturer or their agents in the United Kingdom)
11. Loss of or damage to your vehicle as a result of deception
12. Loss resulting from repossessing your vehicle and returning it to its rightful owner
13. 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

    You have not taken reasonable precautions to protect it
14. Loss of or damage to your vehicle resulting from an unnamed co-driver, member of your immediate family, or a person living in your home, taking your vehicle without your permission, unless that person is convicted of theft
15. Loss of or damage to any vehicle which you are driving or using that does not belong to you, is not being bought by you under a hire-purchase agreement or is leased to you (unless that vehicle is shown on your schedule)
16. Loss of or damage to your vehicle (Inc. paintwork) caused by incorrect fuelling or adding of fuel or exhaust additives/lubricants. This could be caused by adding diesel instead of petrol and vice versa and/or an additive/lubricant (for example Redex or AdBlue). This list is not exhaustive
17. Loss of fuel

18. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority

19. Loss, theft, damage, impairment, disablement or loss of use of your vehicle caused by:

    a) the use of, or failure of, any application, software, or programme in connection with your vehicle, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;

    b) the use of, or failure of, any electronic device connected to your vehicle (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);

    c) any computer virus, ransomware, code or software;

    d) theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;

    e) any threat, deception or hoax relating to a), b), c), and/or d) above.

20. Theft of any private car with a market value of £60,000 or more, unless a tracker device is fitted to the vehicle and is activated and operational at all times when the vehicle is left unattended.

Section 3 – Loss of keys and replacing locks

We will pay up to £1,000 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
- We deem it necessary to replace the above stated items due to the loss/theft of the keys causing a risk to the vehicle being stolen

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

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 for the following if they are lost or damaged because of an accident, fire, theft or attempted theft while they are in or on your vehicle:

- £500 for personal belongings
- £200 for any child seat, child booster seat, pushchair, buggy or carrycot (excludes children's toys)
- £2,500 for any wheelchair

This 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
- Theft of any property which is in an unlocked vehicle (or convertible vehicle with the top down), unless it is kept in a locked luggage compartment
- Property that was not reasonably protected

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

Section 8 – In-vehicle safety technology

We will pay up to £250 for loss of or damage to in-vehicle safety technology that is in or on your vehicle if damaged because of an accident, fire, theft or attempted theft.

This cover does not apply to:

- any item which is covered under the personal belongings section,
- the cost of reinstating or replacing data of any type that was held in or stored on any equipment in the Insured vehicle,
- property insured under any other contract,
- wear and tear,
- theft of any property which is in an unlocked vehicle (or convertible vehicle with the top down), unless it is kept in a locked luggage compartment,
- property that was not reasonably protected.

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

Section 9 – 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 10 – Foreign use

The cover shown on the schedule will apply to any member country of the European Union, Andorra, Bosnia and Herzegovina, Iceland, Montenegro, 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

General terms

Extra matters to bear in mind

Motor trade

It is not our intention to provide motor trade cover under this policy therefore a more appropriate policy should be sought to cover this activity.

Where our policyholder is not a motor trader or vehicle tester but has obtained approval from the DVLA to retain or renew their trade licence for the movement of their own un-taxed vehicles, we will issue a certificate of insurance to include the movement of any vehicle that is owned by and registered to the policyholder.

Please note that section 6 of the certificate will still exclude use for any purpose in connection with the motor trade.

Payments for journeys (car sharing) – only applies to private cars

You can accept payments from passengers in your vehicle if you are giving them a lift for social or other similar purposes.

Accepting these payments will not affect your insurance cover if:

- your vehicle cannot carry more than nine people (including the driver),
- you are not carrying the passengers in the course of a business of carrying passengers and
- the total of the payments you receive for the journey does not provide a profit.

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 (including a certificate of professional competence where required) or is prevented by law from having a licence (unless they do not need a licence by law),
- used on any racetrack, race circuit or toll road without a speed limit (such as the Nürburgring),
- used for racing or pace-making, used in any contest (apart from treasure hunts, road safety and non-competitive rallies); or speed trial or is involved in any rigorous reliability testing.

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

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,
- you have accepted under an agreement or contract unless you would have had that responsibility anyway,
- 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 and terrorism

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),
- acts of terrorism, as defined in the UK Terrorism Act 2000, unless we need to provide the minimum insurance required by the Road Traffic Act.

Nuclear/radioactive contamination

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

- ionising 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.

Sanctions Limitations Clause

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other applicable territory.

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,
- 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.

When a change is made your broker will tell you if this affects your policy, for example whether we can continue to offer cover or if we need to change your premium.

Should the total number of vehicles declared under this policy increase during the period of insurance by more than 20 vehicles or 25% compared to the initial vehicle count declared to us (whichever is the greater), you must advise us immediately. We reserve the right to adjust the premium rates, terms and conditions of this insurance at that time.

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 that you want to drive who:

- you have not told us about before,
- is not specifically entitled to drive by the certificate of motor insurance,
- is excluded by an endorsement.

- 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.

If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

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 are required to notify us of a claim within 72 hours of its occurrence. 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 (less any amounts we have already paid as compensation.). Once we have paid this, 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:

- takeover, carry out, defend or settle any claim,
- 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.

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),
- cancel or void any other ERS policies that you are connected with.

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).

Important notices and information

Data Protection Notice

This section contains important information about your personal information. Please make sure to show it to anyone covered by the policy and ensure they are aware that their personal information may be processed by us.

Starr Syndicate Management Limited ("we", "us" or "our") act as data controllers for your personal information. Starr is the global marketing name for the insurance and travel assistance companies of Starr International Company, Inc. and investment business of C. V. Starr & Co., Inc. and their subsidiaries.

We will process the details you have given us in line with the UKs Data Protection laws and any other laws that apply. We may work with partner organisations and service providers who are located in other countries (USA), and as a result your information may be processed outside the United Kingdom and the European Economic Area. In all cases we will make sure that your information is adequately protected. Whenever we transfer your personal information out of the United Kingdom we will ensure a similar degree of protection is afforded to it by making sure that adequate safeguards are implemented, including transferring the data to a country that has been deemed to provide an adequate level of protection for personal data, or ensuring the transfer is subject to the standard contractual clauses approved by the European Commission or other contracts or mechanisms 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 broker
- Your family members
- Your employer or their representative
- Other companies in the insurance market
- Credit reference agencies
- 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
- Other publicly available sources of information including social media
- Cookies and similar technology – These are set on your device by us and our trusted partners. For further information please refer to our Cookies Policy.

How we use and disclose your personal information

We may need to share your personal information, such as your name, address, date of birth, and, where relevant, details about medical conditions or criminal convictions, as to arrange and administer your insurance or handle claims.

Recipients may include credit reference and anti-fraud agencies, insurers, underwriters, group companies, and service providers supporting our operations. For claims, this may also include claims handlers, loss adjusters, courts, legal advisers, experts, and other parties involved in the claim.

We also buy reinsurance to manage large or significant claims. Where relevant, we may share claim details (including special category data) with our reinsurers and reinsurance brokers. This is standard practice in the insurance market and necessary to manage reinsurance arrangements.

Information about your health, disabilities, or criminal convictions is treated as 'special category' data and given additional protection. We only use and share this where necessary for your policy, claims handling, or fraud prevention, and always in line with applicable laws.

Most of the information we collect is needed to provide and manage your insurance or to prevent fraud. Where we rely on your consent, we will make this clear at the point of collection. You can withdraw your consent at any time, but this may affect our ability to provide cover or pay claims.

Further details on how we use your personal information, including our legal bases and disclosures, are available on our website.

https://www.ers.com/policy-pages/privacy-policy

The personal information we may collect about you

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; also, information collected from publicly available sources of information including social media.
Special categories of personal data	Health, disability, criminal convictions (including motoring offences)

Technical data (if you use the ers.com website)	Your device and internet connection details such as IP address

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. We may verify driving licence and vehicle information with the DVLA and may check No Claims records against an external database.

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

We use personal information to help calculate insurance premiums and assess risk. This may involve comparing your information with industry averages and using it to help improve how risks are assessed. This is known as profiling.

Where relevant, profiling may include the use of sensitive information, such as health details or motoring convictions.

Automated decision making of insurance products based upon your personal data falls under Article 22 of the UK GDPR, and we carry out this activity due to it being necessary for the entry into or performance of a contract. We rely on the information you provide to your broker, and you can discuss the outcome of any automated decisions with your broker. See Your Rights below for further information.

Motor Insurance Bureau (MIB)

We work in partnership with the Motor Insurers' Bureau (MIB) and associated not-for-profit companies who provide several services on behalf of the insurance industry. At every stage of your insurance journey, the MIB will be processing your personal information and more details about this can be found via their website: mib.org.uk. Set out below are brief details of the sorts of activity the MIB undertake:

- Checking your driving licence number against the DVLA driver database to obtain driving licence data (including driving conviction data) to help calculate your insurance quote and prevent fraud.
- Checking your 'No Claims Bonus' entitlement and claims history.

- Prevent, detect, and investigate fraud and other crime, including, by carrying out fraud checks.
- Maintaining databases of Insured vehicles (Motor Insurance Policy Database or Motor Insurance Database/MID)
  a) Vehicles which are stolen or not legally permitted on the road (Vehicle Salvage & Theft Data or MIAFTR)
  b) Motor, personal injury, and home claims (CUE)
  c) Employers' Liability Insurance Policies (Employers' Liability Database)
- Managing insurance claims relating to untraced and uninsured drivers in the UK and abroad
- Working with law enforcement to prevent uninsured vehicles being used on the roads.
- Supporting insurance claims processes

You can find out more about how the MIB uses personal information here: www.mib.org.uk/privacy-and-cookie-policy/

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, your broker, your legal representative, others involved in the incident, their insurer, their solicitor or representative and medical teams, authorised repairers, the police, or other investigators. We may have to investigate your current claim and your claim and conviction history. This may involve external claims handlers, loss adjusters, legal and other expert advisers. We might also share your information with survey organisations to obtain feedback on the service we provide to you.

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 centrally managed claims registers which are operated on behalf of the insurance industry.

Call recording

You should note that some telephone calls may be recorded or monitored, either by us, for example calls to or from our claims department, customer services team, and underwriting department, or on our behalf by our third-party suppliers. Call recording and monitoring may be carried out for the following purposes:

- training and quality control.
- as evidence of conversations; and/or
- for the prevention or detection of crime (e.g., fraudulent claims).
- Enhance broker/commercial relationships (including meeting attendance)

Preventing or detecting fraud

We may check your information against a range of registers and databases to make sure it is complete and accurate. We may also use publicly available information, including social media, where necessary to verify claims and help prevent, detect, or investigate fraud.

Your information may be shared with organisations such as law enforcement agencies, legal advisers, investigators, public bodies, and other relevant organisations for these purposes.

If we identify inaccurate information or we suspect fraud, we will take appropriate action. Where fraud is confirmed, information may be shared with fraud prevention agencies including industry databases such as the Claims Underwriting Exchange Register (CUE), the Motor Insurance Anti-Fraud and Theft Register (MIAFTER), and the Insurance Fraud Register (IFR).

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.

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 information only for as long as is necessary for the purpose for which it was collected. In particular, this includes retaining information while there is a possibility that you or we may need to bring or respond to a legal claim relating to your insurance, or where we are required to keep it to meet legal or regulatory obligations.

Your rights

Under Data Protection laws you have a number of rights in relation to your personal information; these include the right to:

- **Access your information** – to ask for a copy of the personal information we hold about you (subject to certain legal exemptions).
- **Correct your information** – to have inaccurate information corrected or incomplete information updated.
- **Have your information erased** – to ask us to delete your personal information in certain circumstances.
- **Restrict how we use your information** – to ask us to limit how your personal information is used in certain situations.
- **Object to how we use your information** – to object to processing carried out on the basis of our legitimate interests, including profiling, in certain circumstances.
- **Data portability** – to ask for your personal information to be provided to you, or another organisation, in a structured, commonly used and machine-readable format, where applicable.
- **Withdraw consent** – where we rely on your consent to process personal information, you have the right to withdraw that consent at any time.
- **Be informed about automated decisions** – to receive information about, and in some cases challenge, decisions made using automated processing that affect your insurance or premiums.

- **Make a complaint** – to raise concerns with us or to complain to the Information Commissioner's Office (ICO), the UK data protection regulator.

We may ask for proof of your identity before we can respond to your request.

Children's rights are usually exercised on their behalf by a person with parental responsibility unless the child is able to exercise those rights themselves.

We may use your contact details to send you marketing communications about our own products and services where permitted by law. This may include marketing sent to existing customers under the "soft opt-in" rules, where you have previously taken out insurance with us or asked about our products.

You will always have the right to opt out of receiving marketing at any time. You can do this by using the unsubscribe link included in our marketing messages or by contacting us using the details set out below.

If you wish to exercise any of your rights, please contact us at:

Data Protection Officer ERS
30 Fenchurch Avenue
London
EC3M 5AD

dpo@ers.com

You also have a right to make a complaint to the Information Commissioner:
Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 0303 123 1113 (local rate)
Email: icocasework@ico.org.uk

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

IN THE EVENT OF AN ACCIDENT

01 Phone us immediately, preferably from the scene of the incident, using the 24 hour helpline number

02 Take photographs of damage to all vehicles and the scene of the accident, if safe to do so

03 Note the number of occupants in the other vehicle(s)

Phone us using the 24 hour helpline number on 0330 123 5991 which will allow us to arrange the following:

- **Roadside recovery for immobile vehicles**
- **Collection and repair if cover is comprehensive**
- **A free loan car or car derived van (subject to policy terms)**

Following the instructions above will help us protect you from fraudulent claims and keep costs to a minimum.