Motor Breakdown

MBI STD 0926

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Your policy document

Thank you for choosing ERS Motor Breakdown Insurance.

This is your Motor Breakdown policy document. It contains everything you need to know about the cover you have bought, including useful information around what to do in the event of a breakdown. Please read this document carefully and keep it safe.

Our agreement – your insurance

This document is a legally binding contract of insurance between you (the policyholder) and us (ERS). We have agreed to insure you under the terms, conditions and exceptions contained in this document. The insurance provided by this document covers any motor breakdown that occurs during any period of insurance for which you have paid or agreed to pay the premium. 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

Wherever these key words appear in this document, they will have the meanings defined below:

- **Administrator -** as shown on the policy schedule
- **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
- **ERS -** ERS is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable 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
- **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, Bosnia and Herzegovina, Iceland, Montenegro, 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
- **Insured vehicle -** any vehicle(s) specified on the policy schedule (or reported to and accepted by us) that meets the following eligibility criteria:
    - any car, van (up to 7.5 tonnes gross vehicle weight), motorcycle (no sidecar), minibus (up to a seating capacity of 17 including the driver) or motorhome
    - any trailer or non-motorised caravan no more than 7 metres long (excluding the A-frame and hitch) and attached to the insured vehicle by a standard 50 millimetre towing coupling. Any attached trailer or non-motorised caravan will be entitled to the same service as the insured vehicle
- **Passenger(s) -** persons being legally transported by the insured vehicle
- **Period of insurance -** the period of time covered by this insurance, as shown on the policy schedule
- **Policy schedule -** the document showing the insured vehicle details and the cover which applies
- **Policyholder -** the person as shown on the policy schedule
- **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
- **We / us / our -** ERS
- **You / your -** the policyholder as shown on the policy schedule and any authorised driver and passenger(s)

Customer information

Type of cover

This is a motor breakdown insurance policy and covers the vehicle(s) stated on the policy schedule, no matter who is driving it, as long as they are legally able.

Making changes to your policy

If you need to make any changes to your policy, please contact us without delay so that we can update it for you.

Changes you need to tell us about include:

- any change to the insured vehicle(s)
- any change to your name or address as the policyholder
- any increase in the level of cover required
- any reduction in the level of cover required (please note, you can only reduce your cover within the first 14 days of the period of insurance)

If you don't keep us up to date with any changes – or provide incorrect information – then you may not be covered under this policy.

To make changes to your policy please contact the administrator as shown on the policy schedule.

Please note: Any changes to your policy may result in additional premium being charged.

Law

This contract is subject to English Law, unless:

- you and we both 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

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:

- 0808 196 2241 or 01277 720786 when calling from the UK or
- +44 1277 720786 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) 7537 404890.

Please note, breakdowns which occur within the initial 24 hours of cover commencing will not be covered. This does not apply to any renewing policies.

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

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: **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.)

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, 30 Fenchurch Avenue, London, EC3M 5AD

Cancellation

"14 Days Cooling off Period"

If you decide that this insurance does not meet your needs, you may cancel it, without giving a reason, by contacting the administrator within 14 days from the purchase of this policy and declare your requirement to cancel.

The administrator will return any premium paid by you, unless a claim(s) has been made on the policy within the period of insurance.

The 14-day period applies to new policies and the renewing of existing policies.

Outside "14 Days Cooling Off Period"

After the 14 day period, you may cancel this insurance by contacting the administrator telling them of your wish to cancel. There will be no refund of premium.

Cancellation of your policy by us

We, or the administrator, 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 via the administrator.

Reasons we may cancel this insurance include, but are not limited to:

- 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 this insurance
- You have not provided documentation requested by us or the administrator
- A change in your circumstances that 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.

Summary of cover

The table below, is a summary of what is covered under each section of the policy. Please refer to your policy schedule for confirmation of the cover level you have purchased and carefully read the full terms and conditions of cover.

Level of cover	Roadside (Section 1)	Roadside & Recovery (Section 2)	Total UK (Section 3)	Total UK & Europe (Section 4)
Assistance at the roadside	✓	✓	✓	✓
Recovery to the nearest repairer	✓	✓	✓	✓
Phoning someone to let them know you're ok	✓	✓	✓	✓
Misfuelling	✓	✓	✓	✓
Lost keys	✓	✓	✓	✓
Replacement driver	×	✓	✓	✓
Recovery to any UK location	×	✓	✓	✓
Vehicle hire/public transport/overnight accommodation	×	✓	✓	✓
Assistance at the home address	×	×	✓	✓
European cover	×	×	×	✓

UK Breakdown Cover | Section 1 - Roadside

Roadside assistance

What is covered:

If the insured vehicle suffers a breakdown more than a ¼ of a mile from the home address, 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 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

UK Breakdown Cover ¦ Section 2 Roadside & Recovery

Recovery / alternative transport / overnight accommodation

What is covered:

In addition to the cover provided in Section 1, we will cover the following 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:

- 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.

UK Breakdown Cover ¦ Section 3 Total UK

Home assistance

What is covered:

In addition to the cover provided in Sections 1 and 2, we will cover the following if the insured vehicle suffers a breakdown within a ¼ of a mile of the home address:

- 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

European Breakdown Cover ¦ Section 4 Total UK & Europe

What is covered:

In addition to the cover provided in Sections 1, 2 and 3, 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 60 consecutive days, or for more than 90 days 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: BP Insurance Brokers, 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 the whole policy:

1. Any loss, damage or costs that are covered by any other insurance or breakdown organisation
2. Any claim within the first 24 hours after the policy start date. This does not apply to any renewing policies
3. 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
    - 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
    - carrying any dangerous substances or goods which you need a licence from the relevant authority
    - pressure waves caused by aircraft or other flying objects
4. 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 Nürburgring)
    - 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
5. Our recovery agent must have attended the initial breakdown for any cover under this policy to be in force
6. Any costs if the insured vehicle is overloaded or carrying more than the amount of passengers for which it was designed
7. The cost of any parts, components or materials used to repair or remobilise the insured vehicle
8. 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
9. Breakdowns due to frost damage or failure to maintain the insured vehicle which leads to insufficient oil, coolant, or other fluids (excluding fuel)
10. Any penalty, parking, congestion or emission charges or any fines
11. Any request for assistance if the insured vehicle is not accessible by the attending recovery agent

12. 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
13. Damage or costs incurred as a direct result of gaining access to the insured vehicle following any request for assistance
14. The repair or recovery of the insured vehicle at or from the premises of a motor trader
15. The attendance or recovery of any vehicle being used with trade plates
16. 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
17. Loss of or damage to the insured vehicle or its contents, or any valuables carried in it
18. Telephone call charges
19. Compensation due to any delays in providing the services covered under this policy
20. 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
21. Breakdowns which occur due to speeding, alcohol or drug-related incidents

General conditions

These general conditions apply to the whole policy:

1. We will only provide the cover described in this insurance 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 co-operate with us on any matter which affects this insurance
3. This insurance covers only the insured vehicle as shown on the policy schedule. You must tell the administrator about any change to the insured vehicle immediately
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. If the insured vehicle is involved in a road traffic accident, you must supply us with your motor insurance details when we ask for this information. You must also report the incident to your insurer immediately
11. 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 affected at the earliest opportunity. You are responsible for ensuring any repairs carried out at a repairing garage are to your satisfaction

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**