

Private Client Ultimate

PCULT 0926



The specialist
motor insurer

Contents

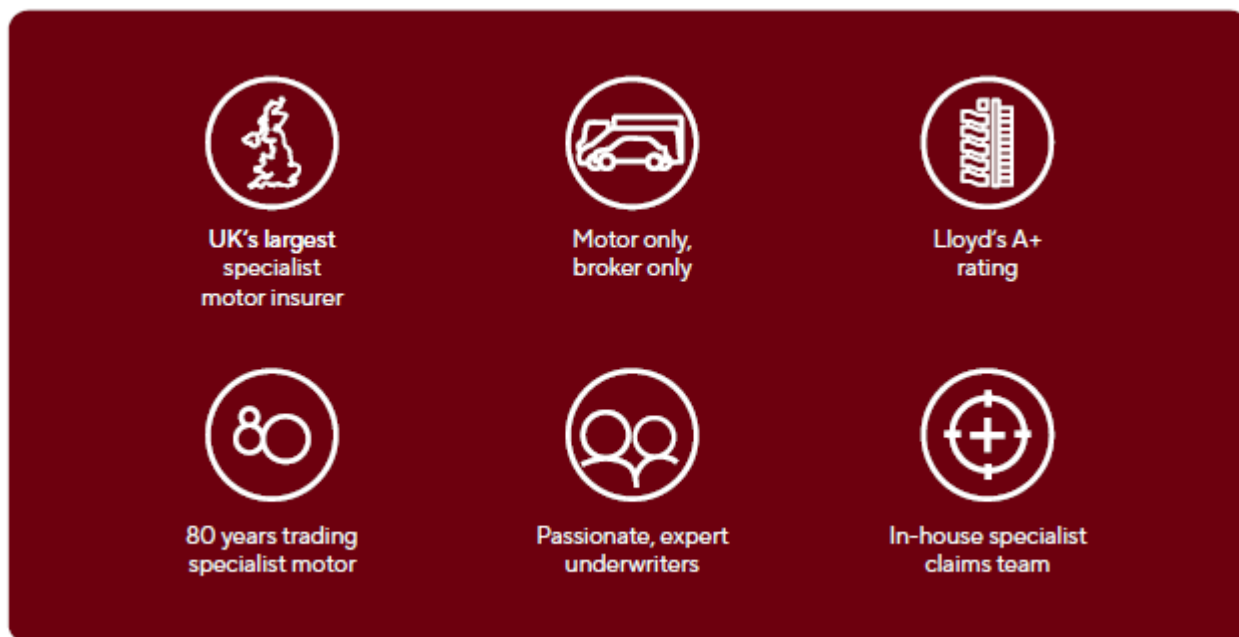
Thank you for choosing ERS.....	3
Definitions.....	5
What to do if you need to make a claim.....	7
What to do if you breakdown	8
Complaints.....	9
Cancellation.....	10
Cover	11
Section 1 – Liability to others.....	13
Section 2 – Loss of or damage to your vehicle	16
Section 3 – Medical expenses.....	24
Section 4 – Personal accident benefits	24
Section 5 – Personal belongings.....	25
Section 6 – Loss of keys and replacing locks.....	25
Section 7 – Child seats	25
Section 8 – Foreign use.....	26
Section 9 – Inflatable storage device	26
Section 10 – Loss of licence.....	26
Section 11 – Disability assistance.....	27
Section 12 – Chauffeur injury.....	27
Section 13 – Pet cover	27
Section 14 – Carjacking	27
Section 15 – Road rage.....	28
Section 16 – Uninsured drivers promise.....	28
Section 17 – Driving other cars	28
Section 18 – Motor breakdown assistance	29
General terms.....	36
General exceptions	37
General conditions	40
Important notices and information.....	43
Section 19 - Motor Legal Expenses.....	50



Thank you for choosing ERS

As the UK's leading specialist motor insurer, with 80 years' experience in specialist motor, we understand the responsibility that comes with safeguarding your high-value vehicles and collections.

Our experienced team of Private Client Underwriters and Claims specialists work exclusively in specialist motor, nothing else. That focus means we bring deep expertise, faster decisions, and a genuine understanding of the needs of our clients who expect more from their insurance. And if the unexpected happens, the true value of your Private Client cover becomes clear. Our in-house specialist claims team delivers a personalised, proactive, white-glove service designed to minimise disruption and support you at every step.



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 number 426475. The registered office is: 30 Fenchurch Avenue, London EC3M 5AD



Your policy document

Welcome to your ERS policy document. To know exactly what your insurance covers with us, please make sure to read this document carefully. You should read it alongside your schedule, endorsements, or certificate of motor insurance you have received from ERS.

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

This insurance is written in English and any communications we send to you about it will be in English.

The law of England and Wales will apply to this contract unless:

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

Our agreement - your insurance

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

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

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



Scott Tillbrook

Active Underwriter

This policy document, your schedule and certificate of motor insurance, sets out the cover provided, your responsibilities, as well as the conditions, exclusions and endorsements that apply.

Definitions

In this section, all the defined terms are printed in bold, however, everywhere else in this policy, we have printed them in the regular font to make the policy easier to read.

The key words and terms that we use in this document:

- **Accessories** – parts added to your vehicle that do not affect its performance.
- **Agreed value** – the amount which represents the insured value of your vehicle as agreed by you and us at the start of the period of insurance.

Note: If your vehicle is stolen and not recovered or is a total loss, we agree to pay you the agreed value as shown on your schedule and not the market value of the vehicle. If your insurance has been accepted on an agreed value, it will be indicated on your schedule.
- **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.
- **Breakdown(s)** - mechanical or electrical breakdown (failures or breakages), flat batteries, punctures, running out of fuel; misfuelling or contaminated fuel used, lost ignition keys, or damage which is caused by an accident, vandalism, fire or theft and results in you not being able to drive the vehicle, which renders the insured vehicle incapable of being driven or illegal to drive, occurring during the period of insurance.
- **Carjacking** – the unlawful removal or detention of you or an insured driver from your vehicle during a theft or attempted theft by intimidation, force, or violence.
- **Certificate of motor insurance** – a document which is legal evidence of your insurance and which forms part of this document, and which you must read with this document.
- **Courtesy car** – a Group B (small standard private car) or PV1 (small car-derived van or similar) vehicle loaned to you by our approved repairer whilst the insured vehicle is being repaired after a valid claim under Section 2 of this insurance.

Note: A courtesy car is intended to keep you mobile. It is not necessarily a like for like replacement of your vehicle. All courtesy cars are subject to the driver meeting the terms and conditions of hire from the approved repairer.
- **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.
- **Garage** – an enclosed permanent structure, comprised of brick, stone, concrete, timber or steel sides with an enclosed roof and with lockable secure entrance door(s), which is a non-communal, private building, designed and built specifically to house motor vehicles, which is solely for your personal use and within the boundaries of your permanent place of residence or address previously declared to and accepted by us.

- **Hire Car** - a replacement car hired by us when a courtesy car is not suitable or not available, or your claim for theft or total loss is accepted.
- **Home address** - the place where the insured vehicle is normally kept within the United Kingdom, as shown on the schedule.
- **Inflatable Storage** - an inflatable storage device is a protective cover for your vehicle which is inflated by battery or mains power.
- **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. If your vehicle has been accepted on market value, this will be shown on your schedule.
- **Named driver** - anyone whose name is specified as a 'named driver' in the schedule and/or certificate of Motor Insurance.
- **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 schedule) and any further period for which we accept your premium.
- **Recovery agent** - a qualified motor mechanic or recovery driver who is a member of our approved recovery network.
- **Road** - any place which is a road for the purpose of any compulsory motor insurance law that operates within the territorial limits.
- **Road rage** - an incident resulting in bodily injury or psychological damage to you or an insured driver caused by a violent or aggressive person while you are using your vehicle.
- **Schedule** - the document showing the vehicle we are insuring and the cover which applies. To be read in conjunction with the schedule of endorsements, policy document and certificate of motor insurance.
- **Schedule of endorsements** - the document showing endorsements that apply. To be read in conjunction with the schedule.
- **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 United Kingdom and occurs during the period of insurance.
- **Territorial limits** -
 United Kingdom (UK) - England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and the Scottish Isles.
 Europe - any country which is a member of the European Union, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Montenegro, Norway, Serbia and Switzerland (including Liechtenstein).
- **Trailer** - a trailer, semi-trailer or container used for carrying goods, but which cannot be driven itself.
- **United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands.
- **We, us, our** - ERS.
- **You, your, yourself** - 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).

What to do if you need to make a claim

We understand that even a minor incident can be disruptive and stressful, particularly when it involves vehicles and lifestyles that require a higher level of care, discretion, and responsiveness. Please be assured that you are in expert hands. Your insurance policy has been designed for situations like this, and our role is to take control of the process on your behalf, managing every detail seamlessly, with minimal disruption and complete transparency.

How to Report a Claim

Private Client Claims | Dedicated Claims Team – 0330 0945 326

You will have a single point of contact:

- Your dedicated handler will oversee your claim and remain responsible throughout
- A 24/7 claims service is available 365 days a year to provide immediate support outside standard working hours
- Any out-of-hours activity will be picked up and progressed by your dedicated handler as soon as they are available
- Your claim will be managed by experienced specialists accustomed to high-value vehicles and complex circumstances

In cases of theft, attempted theft, malicious damage, or vandalism, the police must also be notified and a crime reference number obtained

A service-led claims experience

What you can expect from your Private Client dedicated claims team:

- Dedicated claims professionals who take ownership from first notification to resolution
- Proactive third-party claims management to minimise disruption and protect you
- Robust fraud prevention to safeguard your insurance and long-term premiums
- Sophisticated systems that enable efficient, transparent claims handling

What to do if you breakdown

We provide a dedicated breakdown service exclusively for our Private Client Ultimate customers. We understand that you expect a consistently high level of service, discretion, and efficiency, and our specialist Rescue Control Centre is designed to meet those expectations whenever assistance is required.

24-hour breakdown helplines

Whilst we hope that all trips are incident-free, should the insured vehicle suffer a breakdown, our Private Client Ultimate 24-hour Rescue Control Centre is available to support you at any time.

Our aim is to attend the scene of a motor breakdown as quickly as possible. On occasion, delays may arise due to factors beyond our control, such as adverse weather conditions or roadworks. During these circumstances, we appreciate your patience and understanding.

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

01206 714738 when calling from the United Kingdom

+0044 (0)1206 714738 when calling from Europe

If you are deaf, hard of hearing, or speech-impaired and require assistance, you can text your full name and vehicle registration number to:

07537404890

Important cover information

Please note that breakdowns occurring within the first 24 hours of cover commencing are not covered. This exclusion does not apply to renewing policies.

Information to have ready

To help us assist you as quickly and efficiently as possible, please ensure you have the following information available when you call:

- The policy number, policyholder name, and address
- A contact telephone number
- The insured vehicle registration number, make, and model
- The precise location of the breakdown
- Details of any vehicle modifications or other relevant information that may affect recovery

Please stay with your vehicle until a rescue vehicle arrives

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 this insurance does not meet your needs, you may cancel it, without giving reason, by contacting your broker within 14 days of the policy start date and declaring your intention to cancel.

If you have not made any claims within the 14 days, we will refund a proportional amount of premium based on the number of days remaining on your insurance policy. The minimum amount that will be retained by ERS will be £50 (plus insurance premium tax (IPT) where applicable).

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

Outside “14 Days Cooling off Period”

If no claims have been made during the current period of insurance, we will refund the proportional (pro-rata) amount of the premium which applies to the remaining period of insurance, less a premium charge of £50 (plus insurance premium tax (IPT) where applicable).

Refunds will be passed to your broker.

If any claim has been made in the current period of insurance, you must pay the full annual premium, and you may not be entitled to any refund.

You may cancel this insurance by declaring to your broker, your requirement to cancel.

Where we may cancel your insurance policy

We or your broker may cancel this insurance by sending seven days’ notice, in writing, to your last known address or email address.

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 (such as a copy of your driving licence or proof of address)
- A change in your circumstances means we can no longer provide cover
- You misrepresent or fail to disclose information that is relevant to your insurance
- We identify fraud on another associated policy with ERS or
- You harass any member of our staff or show abusive or threatening behaviour towards them

This is not an exhaustive list.

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.

Section name	Comprehensive	Accidental Damage Fire & Theft	Accidental Damage & Third party only	Third party Fire & Theft	Fire & Theft	Third party only
Section 1 – Liability to others	✓	✗	✓	✓	✗	✓
Section 2 – Loss of or damage to your vehicle	✓	✓	✓	✓	✓	✗
Accident damage	✓	✓	✓	✗	✗	✗
Malicious damage	✓	✓	✓	✗	✗	✗
Fire	✓	✓	✗	✓	✓	✗
Flood	✓	✓	✓	✗	✗	✗
Theft	✓	✓	✗	✓	✓	✗
Vandalism	✓	✓	✓	✗	✗	✗
Windscreen	✓	✗	✗	✗	✗	✗
Section 3 – Medical expenses	✓	✗	✗	✗	✗	✗
Section 4 – Personal accident benefits	✓	✗	✗	✗	✗	✗
Section 5 – Personal belongings	✓	✗	✗	✗	✗	✗
Section 6 – Loss of keys and replacing locks	✓	✗	✗	✗	✗	✗

Section name	Comprehensive	Accidental Damage Fire & Theft	Accidental Damage & Third party only	Third party Fire & Theft	Fire & Theft	Third party only
Section 7 – Child seat	✓	x	x	x	x	x
Section 8 – Foreign use	✓	x	✓	✓	x	✓
Section 9 – Inflatable storage device	✓	x	x	x	x	x
Section 10 – Loss of licence	✓	x	x	x	x	x
Section 11 – Disability assistance	✓	x	x	x	x	x
Section 12 – Chauffeur injury	✓	x	x	x	x	x
Section 13 – Pet cover	✓	x	x	x	x	x
Section 14 – Carjacking	✓	x	x	x	x	x
Section 15 – Road rage	✓	x	x	x	x	x
Section 16 – Uninsured drivers promise	✓	x	x	x	x	x
Section 17 – Driving other cars	✓	x	x	x	x	x
Section 18 – Motor breakdown assistance	✓	x	x	x	x	x
Section 19 – Motor legal expenses	✓	x	x	x	x	x

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 property damage is **£20,000,000** for any claim or claims arising out of one incident.

We will pay up to **£5,000,000** for any costs and expenses arising out of a claim or claims arising from one incident.

If there is a property damage claim made against more than one person covered by this insurance, we will first deal with any claim made against you.

Other people driving or using your vehicle

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

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

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.

Business use

If your certificate of motor insurance allows business use, we will insure your employer or business partner against the events shown above under 'Driving your vehicle' while you are working for that employer or partner, but not while using a vehicle provided by the employer or partner unless that vehicle is shown on your schedule.

Legal costs

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

- Solicitor's costs if anyone we insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction
- The costs for legal services to defend anyone we insure against any prosecution arising from any death
- All other legal costs and expenses we agree to

The most we will pay for the legal costs is **£100,000** for any claim or claims arising out of one incident.

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 Act.

Towing

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

We will only provide this cover if:

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

We will not pay any claim arising from:

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

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 vehicle to a domestic mains power supply, or a public charging unit for the purposes of charging the insured vehicle. Only whilst it is connected by means of the manufacturer supplied domestic charging cable or the public charging unit's standard heavy-duty cable.

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:

- a) The use of, or failure of, any application, software, or programme in connection with your vehicle (including any driver assistance, safety, or security systems),
- b) Any computer virus, ransomware, code, or software affecting any electronic systems fitted to your vehicle by the original vehicle manufacturer,
- c) Any threat, deception or hoax relating to a and/or b 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 property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance
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 relevant laws
4. Any legal responsibility, unless we need to provide the minimum insurance required by the Road Traffic Act, for claims for death, injury, illness, loss, or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event

This exception:

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

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

5. Death, bodily injury, or damage arising as a result of loading or unloading your vehicle somewhere other than on the road by anyone apart from the driver or attendant

Section 2 – Loss of or damage to your vehicle

This cover only applies to your vehicle(s)

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

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

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 vehicle

The most we will pay will be either:

- The UK mainland market value of your vehicle (including its accessories) as determined by us, immediately before the loss; as shown on your schedule or if it applies, the agreed value shown on your schedule or
- The amount it would cost us to repair your vehicle

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 within your insurance policy document or on your schedule, you have agreed to pay that amount for each incident of loss or damage.

Multiple vehicle excess waiver

If more than one vehicle is insured on your insurance policy and they are involved in the same incident, only the highest of the excesses shown in your insurance policy will apply.

The multiple vehicle excess waiver does not apply to events involving fire or theft.

Windscreen damage (comprehensive cover only)

We will pay for the replacement or repair to your vehicle's windscreen, windows, or sunroof (including panoramic sunroof) and any bodywork scratched by broken glass from the window or windscreen. The helpline number is 0330 123 5992.

We will also pay for any recalibration needed following the replacement of the windscreen resulting from an insured event under this policy.

The following excesses apply to a windscreen claim but there is no limit on the cost of the windscreen:

- If your windscreen is replaced, you must pay the excess shown in your schedule.
- If your windscreen is repaired, no excess will apply

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 if this could increase the damage. If unnecessary damage is caused as a result of any attempts to move your vehicle, we will not pay any extra cost arising from that damage.

All arrangements for storage of a damaged vehicle must be agreed by us. If you arrange storage without our prior knowledge and consent, we will not pay any extra cost arising from that arrangement where this is greater than the cost we negotiate with our approved supplier.

Repairs

We agree that you may choose the garage used to repair your vehicle following any event for which cover is provided by this insurance. Furthermore, we agree that there will not be any deduction for wear and tear of any parts that need replacing including the tyres.

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 for the duration of the vehicle repair or until your insurance 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 and
- Images of the damaged areas of the insured vehicle

If you fail to provide all requested information, documentation, and evidence of claim damage, we reserve the right not to pay for damages under this section.

If you choose to not use our approved repairer, we will not:

- Be responsible for any delays incurred by the repairer
- Guarantee the provision of a courtesy car
- Guarantee the repairs
- Guarantee the use of original equipment manufacturer paint/parts

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

It is not our policy to use recycled or non-original parts and equipment when repairing your vehicle, although on occasion it may be necessary.

Courtesy car cover

When a courtesy car is provided

If you make a claim under this section and choose to use one of our approved repairers, we will provide you with a courtesy car. This will be available for the duration of your vehicle's repairs or until your insurance policy expires, whichever happens first.

Type of courtesy car

The courtesy car is intended to keep you mobile. It will be a small, standard private car and may not match your own vehicle in size or specification.

When a courtesy car is not available

A courtesy car will not be provided if your vehicle is stolen or deemed a total loss.

Hire car cover

When we provide a hire car

You will receive a hire car that is similar to your insured vehicle if:

- The courtesy car offered by the approved repairer is not suitable for your needs, or
- You choose to use your own repairer, or
- Your vehicle is stolen or declared a total loss

Hire car cost limit

We will pay up to **£10,000** for hire car costs arising from any one claim or incident.

Excess reduction

If you accept the courtesy car from the approved repairer, or if no replacement vehicle is required and the hire car benefit is not used, we will reduce your accidental damage, fire, and theft excess by **£2,000**.

Emergency accommodation or transportation costs

If your vehicle is not roadworthy after an accident and you are unable to complete your journey, we will pay up to **£500** in total towards:

- Emergency overnight accommodation (on a room only basis) and/or
- Travel expenses to enable you to complete your journey

Total loss (write off)

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 (if this is shown in your schedule) of the insured vehicle, and where applicable
- Any salvage value of that insured vehicle

In the event that we deem your vehicle a total loss, due to it being uneconomical to repair or subject to an unrecovered theft, we will offer an amount in settlement of the claim.

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



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

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 you have a single vehicle policy, we will allow this insurance contract to continue on a replacement vehicle provided we accept this substitution, and you pay any additional premium applicable.

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 market 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 your schedule.

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

Enhanced vehicle replacement costs

If the replacement value of your vehicle is greater than the agreed value, we will agree to uplift the value up to an additional 50%. The most we will pay is £500,000.

Vehicles subject to a finance agreement

If the value placed upon the insured vehicle is equal to or greater than the amount owed to the finance company:

- We will pay the finance company first and then settle the balance with the legal owner of the insured vehicle.

If the value placed upon the insured vehicle is less than the amount owed to the finance company:

- We will pay the finance company the value placed on 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 value placed 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 value placed 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 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 car replacement

We will replace your car with a new one of the same make, model, and specification (if one is available) if your car is less than 24 months old from the date of you buying it new and;

- The vehicle is less than 24 months old when added to the policy, and
- The cost of repairing any damage (that is covered by this insurance) is more than 50% of the manufacturer's recommended retail price (including taxes) or
- It is lost by theft or is stolen and not recovered

If a car is not available, we will pay an amount equal to that which was paid when you bought your vehicle or the current manufacturer's Recommended Retail Price (including taxes), whichever is less. The lost or damaged car will then belong to us.

We will only provide this benefit if anyone who has a financial interest in the car agrees.

Audio, visual, communication, guidance or tracking equipment

Your vehicle's spare parts and fitted accessories (including the manufacturers' tool kit and the vehicle safety equipment) are insured in the same way as your vehicle. We only provide this cover if the spare parts and fitted accessories are only used with your vehicle, are kept in or on your vehicle and fall within the value placed on your vehicle.

Permanently fitted audio, visual and telephone equipment are also insured against loss or damage, but we will only pay the market value of the equipment at the time of the loss or damage. We will not pay for loss or damage to any accessories used with the audio, visual or telephone equipment.

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 on your certificate of motor insurance.

Substitution of vehicle cover

We will also provide cover for any vehicle given to you by a garage, as long as your car is in the garage for a standard service or repair and not in relation to an incident that may give rise to a claim, and subject to that garage providing cover for your vehicle whilst in their care.

Dismantled parts

We will pay up to the value of your vehicle for parts taken from your vehicle which are kept in a locked building at the address shown on your schedule, or another address we agree to.

Registration plates

We will pay the cost of replacing the registration number plates fitted to your vehicle in the same style as those fitted immediately before the loss.

Cherished number plate

If, as a result of a valid total loss/theft claim under this policy, you are totally and irrevocably deprived of the use of the cherished registration number attached to the insured vehicle, we will pay (up to a maximum of £10,000) the amount equal to the value determined by a member of the Cherished Numbers Dealers Association. We will not be liable for losses occasioned by or happening through any of the following scenarios:

- Your permanent disqualification from driving
- Confiscation, seizure or detention by Customs or other officials or authorities
- If you or any company you are associated with is in liquidation or bankrupt
- Should the number be re-issued by the DVLA, the entitlement to use the number will transfer to us

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.

Replacement charging cable

We will insure your vehicle's 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.

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

Electric vehicle charging point

If you are unable to charge your vehicle at your home or disclosed overnight location due to a power cut lasting longer than 24 hours, we will pay up to £500 towards alternative transport.

If your electric charging point at your home or disclosed overnight location is damaged as a result of a covered loss, we will pay up to £1,000 towards the repair of the charging point.

Trailer cover

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

- Attached to the insured vehicle
- temporarily detached during the course of a journey
- detached from the insured vehicle at your home address provided that it is kept 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 £3,000.

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 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 open, or
 - You have not taken reasonable precautions to protect it
14. Loss of or damage to your vehicle resulting from a 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 fuel
16. Loss or damage due to confiscation, requisition, or destruction by or under the order of any government, public or local authority
17. 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

Section 3 – Medical expenses

We will pay up to **£500** per 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 4 – Personal accident benefits

We will pay the following amounts if you or any named driver is involved in an accident and within three months of that accident it is the only cause of death or injury.

Death	£7,000
Loss of any limb	£5,000
Permanent loss of sight in one or both eyes	£5,000
The most we will pay in any period of insurance is	£7,000

To receive a payment, the injury or death must:

- Be directly connected with the accident involving your vehicle or
- Have happened when you or any named driver was travelling in, or getting into or out of, any other private motor vehicle

We will make the payment to you or your legal personal representative.

If you or any named driver has any other insurance with us, we will only pay out under one contract.

This personal accident benefit does not apply to:

- Death or bodily injury caused by suicide or attempted suicide
- Any incident unless the insurance is in an individual's name

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

Section 5 – Personal belongings

We will pay up to **£5,000** for personal belongings in or on your vehicle if they are lost or damaged because of an accident, fire, theft, or attempted theft.

This cover does not apply to or include:

- Money, tickets, and documents
- Goods or samples connected with the work of any driver or passenger
- Property insured under any other insurance
- Wear and tear
- Theft of any property which is in an open or convertible vehicle unless it is kept in a locked and fully secured compartment

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

Section 6 – Loss of keys and replacing locks

We will pay to replace the keys for your vehicle if they 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 7 – Child seats

We will pay to replace a child seat or child booster seat that was in your vehicle at the time of an accident, fire, theft, or attempted theft covered under Section 2 of this policy. We will provide this cover even if there is no visible damage to the seat.

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

Section 8 – Foreign use

We will provide the cover shown on your schedule to allow you to use your vehicle:

- In any country which is a member of the European Union and
- In any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union
- While your vehicle is being transported (including loading and unloading), between ports in countries where you have cover, as long as your vehicle is being transported by rail or by a recognised sea route of not more than 65 hours

When you visit any country which is a member of the European Union, Andorra, Bosnia and Herzegovina, Iceland, Norway, Montenegro, Serbia, or Switzerland (including Liechtenstein), there is no limit on the length of any trip or the number of trips you make in any period of insurance.

Extra cover

If you want to travel to any other country, or want full policy cover when you travel abroad, you must contact your broker.

If we agree to extend your cover, and you pay any extra premium that we ask for; we will extend your insurance to apply in any country for which we have agreed to provide cover.

Customs duty and other charges

If your vehicle suffers any loss or damage covered by this insurance, and your 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 and salvage charges you may have to pay while your vehicle is being transported by a recognised sea route and
- Pay the cost of delivering your vehicle to you at your home address in the United Kingdom after the repairs have been made if your vehicle cannot be driven because of any loss or damage

Section 9 – Inflatable storage device

We will pay up to **£2,500** if your inflatable storage device is lost or damaged because of a fire, theft, or attempted theft.

Section 10 – Loss of licence

If you or any named driver's driving licence is revoked by the DVLA on medical grounds during the period of insurance, we will pay up to **£3,000** towards the cost of funding alternative transport up to a maximum period of 12 months from the date the licence is revoked or until the expiry of the policy, whichever is sooner.

Section 11 – Disability assistance

If you or any named driver are registered disabled as a direct result of a covered loss to your vehicle, we will pay up to **£5,000** towards the cost of essential modifications to your vehicle.

Section 12 – Chauffeur injury

If your chauffeur is unable to drive as a result of injury following an accident whilst driving an insured vehicle during the period of insurance which results in a claim under this policy, we will pay up to **£2,500** towards a replacement chauffeur up to a maximum period of 12 months or the expiry date of the policy or until the chauffeur is fit to drive, whichever is sooner.

Section 13 – Pet cover

If your pet is injured as a result of an accident, fire or theft involving your vehicle we will pay up to **£2,500** for emergency veterinary costs.

This benefit includes euthanasia or cremation or burial costs where the death occurred as a direct result of the incident.

We will not pay:

- For any ongoing medical treatment following the initial emergency treatment
- For any treatment of pre-existing conditions
- Where you can reclaim the costs under another insurance policy

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

Section 14 – Carjacking

If you or any named driver are physically assaulted or suffer psychological damage as a direct result of a carjacking incident, we will pay up to **£5,000** towards:

- Related medical expenses for you or any named driver when incurred within one year after the carjacking incident
- Related psychological services for you or any named driver as prescribed by a qualified physician, psychologist, or mental health professional, when incurred within one year after the carjacking incident

The maximum we will pay per period of insurance for any carjacking expenses and services is **£15,000**.

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

Section 15 – Road rage

If you or any named driver are physically assaulted or suffer psychological damage as a direct result of a road rage incident, we will pay up to **£5,000** towards:

- Related medical expenses for you or any named driver when incurred within one year after the road rage incident
- Related psychological services for you or any named driver as prescribed by a qualified physician, psychologist, or mental health professional, when incurred within one year after the road rage incident

The maximum we will pay per period of insurance for any road rage expenses and services is **£15,000**.

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

Section 16 – Uninsured drivers promise

If you are involved in an accident caused by an identified driver who is uninsured, we will refund the amount of excess you have had to pay.

This cover only applies if we can establish that the accident was not your fault in any way, and you provide us with:

- the vehicle registration number and the make/model of the uninsured vehicle, and
- the uninsured vehicle's driver's name, address and contact number (if possible)

It will also help us to confirm who is at fault if you can get the name and contact details of any independent witnesses.

If we cannot initially confirm the uninsured driver was at fault, you may have to pay your excess. Once liability has been confirmed your excess will be reimbursed.

Section 17 – Driving other cars

We will provide comprehensive cover (if this is shown on your schedule) for you and any named driver on your certificate of motor insurance, to drive any private car that you do not own, providing that the other car is not a hire, rental or courtesy car, or provided to you under a hire-purchase or leasing agreement - as long as you have the owner's permission to drive the private car and the car is insured against accidental damage as well as third party road risks.

You are not insured against:

- Any event which happens outside of the territorial limits
- Driving another car while it is declared SORN
- Driving a car that does not have a valid MOT (unless exempt) or is not taxed, insured, and registered in the United Kingdom
- Any event which happens when this insurance is not in the name of an individual person
- Any legal responsibility unless the car is insured in its own right
- Securing the release of a car that has been seized by or on behalf of the police or any public or local authority

We will apply the highest excess shown on your schedule.

Section 18 – Motor breakdown assistance

UK Breakdown Cover | 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 | Roadside & Recovery

Recovery / alternative transport / overnight accommodation

What is covered:

In addition to the cover provided in the Roadside section, 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 United Kingdom 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 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 | Total UK

Home assistance

What is covered:

In addition to the cover provided in Roadside and Roadside & Recovery sections, we will cover the following if the insured vehicle suffers a breakdown within ¼ mile of the home address:

- up to one hour of labour costs at the roadside or the home address
- taking the insured vehicle 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 ¼ mile of the home address

European Breakdown Cover

What is covered:

In addition to the cover provided in Roadside, Roadside & Recovery and Home assistance sections, 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

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 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 United Kingdom, transportation of the insured vehicle to a single destination you choose within the United Kingdom 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

Important information under Breakdown assistance section

Claiming for expenses - Any claim for expenses must be notified within seven days of the breakdown where it happens in the United Kingdom to: hnrreimbursements@call-assist.co.uk with a copy of the itemised receipt(s).

For any claim where it happens Europe, this should be notified as soon as possible and within 14 days of the event.

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.

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 United Kingdom 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.

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 to Breakdown assistance section

These general exceptions apply to the breakdown section of this policy:

1. Any loss, damage or costs that are covered by any other insurance or breakdown organisation
2. Any benefit not arranged and agreed by us
3. Our recovery agent must have attended the initial breakdown for any cover under this policy to be in force
4. 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
5. Breakdowns due to frost damage or failure to maintain the insured vehicle which leads to insufficient oil, coolant, or other fluids (excluding fuel)
6. Any ferry fares or toll fees
7. Any request for service if the vehicle is considered to be dangerous or illegal to repair or transport or cannot be recovered by normal trailers or transporters.
8. Any request for assistance if the insured vehicle is not accessible by the attending recovery agent
9. 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
10. Damage or costs incurred as a direct result of gaining access to the insured vehicle following any request for assistance
11. Loss of or damage to the insured vehicle or its contents, or any valuables carried in it
12. Compensation due to any delays in providing the services covered under this policy
13. 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
14. Breakdowns which occur due to speeding, alcohol or drug-related incident

General conditions under Breakdown assistance section

These general conditions apply to the breakdown section of this policy wording.

1. 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
2. You must take all reasonable steps to prevent a breakdown, and your vehicle must not be driven in an unsafe or unroadworthy condition or until recommended repairs have been carried out
3. You must take reasonable care for the safety and supervision of the vehicle, and if loss or damage occurs while it is in the care of a transport company, authority, garage or hotel, you must report the loss or damage, in writing, to the transport company, authority, garage or hotel
4. If the insured vehicle suffers a breakdown, you must immediately tell the 24-hour Rescue Control Centre
5. If the insured vehicle is fitted with locking wheel nuts, you must carry the key/tool to remove them
6. Where possible you must stay with the insured vehicle until the recovery agent arrives
7. 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

General terms

Extra matters to bear in mind

Changing or adding a vehicle to this insurance

If you change the insured vehicle covered by this insurance or need cover for an extra vehicle (including a temporary vehicle), please contact your broker to discuss your requirements. If cover is agreed, your broker will let you know about any change in premium and arrange for a new set of policy documents to be issued.

Payments for journeys (car sharing)

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

Driving restriction

If stated on your schedule and certificate of motor insurance, this insurance permits any authorised driver – who does not reside at the policy address or any other address noted on the schedule, and who is not named on the schedule – to drive any insured vehicle, provided they meet the age requirements specified in the schedule.

General exceptions

These general exceptions apply to the whole insurance

Your insurance does not cover you for:

Drivers and use

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

- Used for a purpose for which your vehicle is not insured
- Driven by or is in the charge of anyone (including you) who is not mentioned on the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement
- Driven by or is in the charge of anyone (including you) who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence to drive your vehicle, does not keep to the conditions of their driving licence or is prevented by law from having a licence (unless they do not need a licence by law)
- Used on any race track, race circuit or toll road without a speed limit (such as the 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

Drugs and alcohol

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

- Driving over the legal limit for alcohol or
- Driving under the influence of drugs, prescribed or otherwise

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

We will provide the minimum insurance required by the Road Traffic Act, but we reserve the right to seek recovery of any such amounts from you or the driver of your vehicle.

Construction and use

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

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

Airfields

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

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

Excess

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

Other contracts

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

- Is also covered by any other insurance or
- You have accepted under an agreement or contract unless you would have had that responsibility anyway
- 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 judgement passed in any court outside the United Kingdom, unless the proceedings or judgement 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 other 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 Limitation 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 insurance, 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.

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

- Take all reasonable steps to protect your vehicle from loss or damage
- Maintain your vehicle in a roadworthy condition and
- Let us examine your vehicle at any reasonable time

If the above requirements are not met, we may reject or reduce your claim, and/or cancel your insurance or declare your insurance policy null and void.

Changes to your details

You must tell your broker 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 insurance, for example whether we can continue to offer cover or if we need to change your premium or terms.

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

- A change of vehicle (including extra vehicles and any temporary vehicles) and/or registration number
- 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 in the estimated annual mileage of your vehicle
- A change of address
- A change in the security or parking arrangements for your vehicle
- A change of job, including any part-time work by you or any named drivers, a change in the type of business or having no work
- A new main user of 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, or
 - is excluded by an endorsement
- Details of any motoring conviction(s), disqualification(s) or fixed-penalty motoring offence(s) of any person allowed to drive or of any prosecution(s) pending (where a case is being investigated but there is no conviction yet) for any motor offence

- Details of any non-motoring conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive
- Details of any accident, incident or loss (whether or not you make a claim) involving your vehicle or that happens while you (or anyone who is entitled to drive under this insurance) were driving any other motor vehicle (whether you own the vehicle or not)
- If any driver suffers from a disability or medical condition that must be notified 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 deal with your claim. We will only ask for this if it is relevant to your claim.

You must notify us of a claim at the earliest opportunity of it occurring. If you fail to comply with this section, or otherwise prejudice our position, we reserve the right to seek recovery of any additional costs incurred due to your action or failure to act.

Claim requirements – rights and obligations

If a claim is made which you or anyone acting on your behalf knows is false, fraudulent, exaggerated, or provides false or stolen documents to support a claim, we will not pay the claim and cover under this insurance will end.

If there are a number of claims for property damage arising out of any one cause, we may pay you up to the maximum amount due under Section 1 (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:

- Take-over, carry out, defend or settle any claim and
- Take proceedings (which we will pay for, and for our own benefit) to recover any payment we have made under this insurance

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

You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.

If we refuse to provide cover because you have failed to provide information or provided incorrect information, but we have a legal responsibility to pay a claim under the Road Traffic Act, we can settle the claim or judgement 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 you 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, fraud, or any attempt to gain an advantage under this insurance to which you are not entitled, we will apply, at our absolute discretion, one or more of the remedies listed below:

- Agree with you to: amend your insurance 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

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

Section 19 - Motor Legal Expenses

Definitions under the Motor Legal Expenses section

The following Definitions apply to this Legal Expenses insurance document and shall keep the same meaning wherever they appear in this insurance document. Where any conflict exists with the Definitions shown in this Legal Expenses policy document and the corresponding motor policy document; the definitions below shall apply in respect of Motor Legal Expenses. Where the following words appear in bold they have these special meanings.

- **Adviser** – Our specialist panel solicitors or their agents appointed by us to act for you, or, where agreed by Us, another legal representative nominated by You.
- **Advisers' Costs** – Legal costs paid by the adviser. Third party's costs shall be covered if awarded against You.
- **Conditional Fee Agreement** – An agreement between you and the adviser or between us and the adviser which sets out the terms under which the adviser will charge you or us for their own fees.
- **Conflict of Interest** – situations where we administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
- **Data Protection Legislation** – The relevant Data Protection Legislation in force in the territorial limits where this cover applies at the time of the insured event.
- **Insured Event** – The incident or the start of a transaction or series of incidents which might lead to a claim under this insurance.
- **Insurer** – AmTrust Specialty Limited.
- **Legal Action(s):**
 - The pursuit of civil proceedings and appeals against judgement following a Road Traffic Accident;
 - The defence of criminal motoring prosecutions in relation to the vehicle;
 - The pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the vehicle.
- **Legal Helpline** – The service provided by our panel solicitors on our behalf which enables you to obtain advice on any matter which may give rise to a claim under this insurance.
- **Maximum Amount Payable** – The maximum amount payable in respect of an insured event is – stated below:
 - **Uninsured Loss Recovery and Personal Injury:** £100,000.
 - **All other sections:** £50,000.For the purposes of the maximum amount payable, only one insured event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
- **Period of Insurance** – This insurance provides cover for the same period covered by the insurance product or benefit which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended, or withdrawn, this legal expense insurance will also be cancelled, suspended, or withdrawn.
- **Road Traffic Accident** – A traffic accident in the territorial limits involving the vehicle occurring during the period of insurance for which you are not at fault and for which another known insured party is at fault.

- **Standard Adviser's Costs** – The level **adviser's costs** that would normally be incurred by the insurer in using a nominated **adviser** of **our** choice.
- **Territorial Limits:**
 - **Uninsured Loss Recovery & Personal Injury:** The United Kingdom, the European Union, the Channel Islands, and the Isle of Man;
 - **All other sections:** The United Kingdom, the Channel Islands, and the Isle of Man.
- **Vehicle** – The motor vehicle declared in the insurance **schedule** to which this cover attaches. This is extended to include a caravan or trailer whilst attached to the **vehicle**.
- **We/Us/Our** – Arc Legal Assistance Ltd.
- **You/Your/Yourself** – The person(s) named in the insurance **schedule** to which this cover attaches. This is extended to include an authorised driver or passengers for the Uninsured Loss Recovery and Personal Injury sections of cover.

Terms of cover

This insurance is managed and provided by Arc Legal Assistance Limited. The insurance parts of this section are underwritten by the **insurer** and **we** act on their behalf.

If a claim is accepted under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** happens. where it is necessary to start court proceedings or a **conflict of interest** happens and **you** want to use a legal representative that **you** choose **yourself**, **we** will not pay **advisers' costs** which are more than:

- (a) **Our** standard **advisers' costs**; or
- (b) The amount recoverable under the civil procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **advisers' costs** as detailed under the separate sections of cover, up to the **maximum amount payable** where:

- The **insured event** happens during the **period of insurance** and within the **territorial limits**
- The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do has a negative impact on **your** position or the position of the **insurer** in connection with the **legal action**.

English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change gives a benefit which did not previously exist.

Authorisation

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

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

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk

Important conditions

if **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the conditions of this policy in order for **your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of success

There must be a 51% or higher chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgement or achieving an outcome which best serves **your** interests. The assessment of **your** claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** determines that there is not a 51% or higher chance of success then **we** may decline or stop giving support for **your** case.

Proportional costs

An estimate of the **advisers' costs** to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the **advisers' costs** will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or stop giving support for **your** case.

Giving the Insurer all the important information

When the **insurer** accepts **your** application for this insurance, it relies on the information **you** give. **you** must take reasonable care to give full answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate, **your** cover may be affected and:

- the **insurer** might cancel **your** policy and refuse to pay any claim or
- the **insurer** might not pay any claim in full.

We will write to **you** if the **insurer**:

- intends to cancel **your** policy; or
- needs to amend the terms of **your** policy; or needs **you** to pay more for **your** insurance.

If **you** become aware that information **you** have given is incomplete or inaccurate, **you** must tell **us**.

Complaints

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

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

Our contact details are:

Arc Legal Group

P O Box 8921

Colchester

CO4 5YD

Tel 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service (FOS.) contact details are:

The Financial Ombudsman Service,

Exchange Tower,

London E14 9SR

Tel: 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

Compensation

The insurer is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its responsibilities under this policy, you might be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

How to make a claim

Legal Helpline

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

Simply telephone **0333 005 0351** and quote – “ERS – Motor Legal Expenses”

For Uninsured Loss Recovery & Personal Injury claims:

You should call **0330 123 5992** to report a claim. Details of **your** claim will be passed to the **adviser** who will contact **you** to discuss any uninsured loss recovery or personal injury claims or any assistance **you** require in relation to a hire car or **vehicle** repairs.

All other claims:

You should telephone the **legal helpline** on **0333 005 0351** and quote “ERS Motor Legal Expenses” to obtain advice and request a claim form. Alternatively, **you** can submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Upon return of a completed claim form **we** will assess the claim and if covered, send details to the **adviser** who will then contact **You** directly.

Personal Injury

What is insured:

You are covered for **advisers’ costs** to pursue damages resulting from a **road traffic accident** whilst **you** are in, boarding or alighting the **vehicle** against those whose negligence has caused **your** injury or death.

If the **legal action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal action** in full or in part. If the damages **you** are claiming are below the small claims track limit **advisers’ costs** will be covered subject to the conditions applicable to this insurance.

What is not insured:

Claims

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

Motor contract

What is insured:

You are covered for **advisers’ costs** to pursue or defend a **legal action** relating to a dispute over a contract for the sale or purchase of goods or services relating to the **vehicle** including the **vehicle** itself, provided **advisers’ costs** do not exceed the amount claimed.

What is not insured:

Claims where the contract was entered into before **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

Motor prosecution defence

What is insured:

advisers’ costs to defend a **legal action** in respect of a motoring offence, resulting from **your** use of the **vehicle**. Pleas in mitigation are covered where there is a 51% or higher prospect of such a plea materially affecting the likely outcome.

What is not insured:

Claims:

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

Uninsured loss recovery

What is insured:

You are covered for **advisers' costs** to pursue uninsured losses resulting from a **Road Traffic Accident** against those whose negligence has caused **you** to suffer loss of **your** insurance policy excess or other out of pocket expenses.

What is not insured:

Claims

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

General exceptions under the Motor Legal Expenses section

There is no cover:

- Where the **insured event** occurred before **you** purchased this insurance.
- Where **you** fail to give proper instructions to **us** or the **adviser** or fail to respond to a request for information or attendance by the **adviser**.
- Where **advisers' costs** have not been agreed in advance or exceed those for which **we** have given **our** prior written approval.
- For **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal, or other party.
- To defend **legal actions** arising from anything **you** did deliberately or recklessly.
- For claims made by or against the **insurer, us**, or the **adviser**.
- Where an estimate of **your advisers' costs** is greater than the amount in dispute.
- Where **your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- For any claim arising from racing, rallies, competitions, or trials.
- For an application for Judicial Review.
- For appeals without **Our** prior written consent.

- For any **legal action** that **we** reasonably believe to be false, fraudulent, exaggerated or where **you** have made misrepresentations to the **adviser**.
- Where at the time of the **insured event** **you**:
 - Were disqualified from driving;
 - Did not hold a licence to drive;
 - Did not have a valid MOT certificate for the **vehicle**;
 - Did not procure valid vehicle tax;
 - Failed to comply with any laws relating to the **vehicle's** ownership or use
- For disputes between the **adviser** and any other party which is only over the level of **advisers' costs**.
- For **your** solicitors own costs where **your** claim is being pursued under a **conditional fee agreement**.

Sanction Limitation and Exclusion Clause

The **insurer** will not cover or be liable to pay any claim or provide any benefit under this insurance if doing so would expose it 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.

Cyber Attack Exclusion

The **insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

General conditions under the Motor Legal Expenses section

Claims

- **You** must notify **us** as soon as possible and within a maximum of 180 days once **you** become aware of the **insured event**. There will be no cover under this policy if, as a result of a delay in reporting the claim **our** position has been prejudiced. To report a claim, **you** must follow the instructions under "How to make a claim."
- **We** shall appoint the **adviser** to act on **Your** behalf.
- **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which must not be unreasonably withheld, **we** might reach a settlement of the **legal action**.
- **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment which are available on request.

- The **adviser** must:
 - Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement obtained without charge.
 - Keep **us** fully advised of all developments and provide such information as **we** may require.
 - Keep **us** regularly advised of **advisers' costs** incurred.
 - Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
 - Submit bills for assessment or certification by the appropriate body if requested by **us**.
 - Attempt recovery of costs from third parties.
 - Agree with **us** not to submit a bill for **advisers' costs** to the **insurer** until conclusion of the **legal action**.
- In the event of a dispute arising as to costs **we** may need **you** to change **adviser**.
- The **insurer** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- **You** will supply all information requested by the **adviser** and **us**.
- **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid by **us** must be reimbursed by **you**.
- **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

Prospects of success

At any time, **we** may, but only when supported by independent legal advice, form the view that **you** do not have a 51% or higher chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support.

Examples of a positive outcome are:

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

Proportionality

We will only pay **advisers' costs** that are proportionate to the amount of damages that **you** are claiming in the **legal action**. **Advisers' costs** in excess of the amount of damages that **you** are able to claim from **Your** opponent will not be covered.

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'Complaints'), any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim.

- b) May recover any sums paid to **you** in respect of the fraudulent claim.
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**.
- d) Will no longer be liable to **you** in any regard after the fraudulent act.

Other insurances

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

Privacy and Data Protection notice (Motor Legal Expenses)

(For the purpose of this Privacy and Data Protection Notice only, '**we**' means Arc Legal Assistance and the insurer)

Data Protection

Your privacy and **we** follow them carefully. Under the laws, **We** are the company responsible for handling **your** information (data Controller). Here is a simple explanation of how **we** use **your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at www.arclegal.co.uk

What we do with your personal information

For example, **we** might need it:

- to run through **our** computerised system to decide if **we** can offer **you** this insurance.
- to help **you** if **you** have any queries or want to make a claim.
- to provide **you** with information, products, or services if **you** ask **us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and **us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **your** health or any criminal convictions **you** might have. **we** might need this kind of information to decide if **we** can offer **you** this insurance or to help **you** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **your** information with other companies or people who provide a service to **us**, or to **you** on **our** behalf. They include companies that are part of **our** group, people **we** work with, insurance brokers, **our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **we** might need to share it with by law. **We** will only share **your** information with them if **we** need to and if it is allowed by law.

Sometimes **we** might need to send **your** information to another country outside of the **UK** and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **your** information is always kept safely and treated in line with the law and this notice.

You can tell us if you do not want us to use your information for marketing. You can also ask us to provide you with the information we have about you and, if there are any mistakes or updates, you can ask us to correct them. You can also ask us to delete your information (although there are some things we cannot delete). You can also ask us to give your information to someone else involved in your insurance. If you think we did something wrong with your information, you can complain to the local data protection authority.

We will not keep your information longer than we need to. We will usually keep it for 10 years after your insurance ends unless we have to keep it longer for other business or regulatory reasons.

If you have any questions about how we use your information, you can contact our Data Protection Officer.

IN THE EVENT OF A BREAKDOWN

01

Contact our
Private Client
Ultimate 24-hour
Rescue Control
Centre.

02

Have the following information available:

- The policy number, policyholder name, and address
- A contact telephone number
- The insured vehicle registration number, make, and model
- The precise location of the breakdown
- Details of any vehicle modifications or other relevant information that may affect recovery

03

Please stay with
your vehicle
until a rescue
vehicle arrives.

Contact the 24-hour Private Client Ultimate 24-hour Rescue Control Centre on:

0120 671 4738 when calling from the UK

+0044 (0)1206 714738 when calling from Europe

If you are deaf, hard of hearing, or speech-impaired and require assistance, you can text your full name and vehicle registration number to:

0753 740 4890

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 5992** which will allow us to arrange the following:

- Roadside recovery for immobile vehicles
- Collection and repair if cover is comprehensive
- A free courtesy 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.