



# Your policy document



Thank you for choosing ERS Motor Breakdown Insurance.

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

## Our agreement – your insurance

This document is a legally binding contract of insurance between you (the policyholder) and us (ERS). We have agreed to insure you under the terms, conditions and exceptions contained in this document. The insurance provided by this document covers any motor breakdown that occurs during any period of insurance for which you have paid, or agreed to pay the premium. We may cancel or change any part of the contract without getting anyone else's permission.

Signed for and on behalf of ERS.

A handwritten signature in black ink, appearing to read 'Martin Hall'.

Martin Hall  
Active Underwriter

### About ERS

ERS (Syndicate 218 at Lloyd's) is managed by ERS Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Registered number 204851). ERS Syndicate Management Limited is registered in England and Wales number 426475. The registered office is: 21 Lombard Street, London, EC3V 9AH.

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## Type of cover

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

## Making changes to your policy

If you need to make any changes to your policy please contact us without delay so that we can update it for you. Changes you need to tell us about include:

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

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

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

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

## Law

This contract is subject to English Law, unless:

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

# 24-hour breakdown helplines



## Reporting a breakdown

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

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

- **0800 243 783** or **01277 720718** when calling from the UK or
- **+44 1277 235 999** when calling from Europe

If you are deaf, hard of hearing or speech impaired and require assistance, you can text your full name and registration number to **+44 (0) 7537 404890**.

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

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

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

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

# Summary of cover



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

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

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

- **Administrator** - as shown on the policy schedule
- **Breakdown(s)** - mechanical or electrical component failures/breakages; flat batteries; punctures; running out of fuel; misfuelling or contaminated fuel used; ignition keys lost, stolen or locked in the insured vehicle; damage caused by accident, vandalism or attempted theft; or being stuck in snow, ice, mud, sand or flood which renders the insured vehicle incapable of being driven or illegal to drive, occurring during the period of insurance and within the geographical limits corresponding to the cover you have purchased as shown on the policy schedule
- **ERS** - ERS is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on
- **Geographical limits** -
  - **UK** - within the mainland of England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and the Scottish Isles
  - **Europe** - any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein)
- **Home address** - the place where the insured vehicle is normally kept within the UK, as shown on the policy schedule
- **Insured vehicle** - any vehicle(s) specified on the policy schedule (or reported to and accepted by us) that meets the following eligibility criteria:
  - any car, van (up to 7.5 tonnes gross vehicle weight), motorcycle (no sidecar), minibus (up to a seating capacity of 17 including the driver) or motorhome
  - any trailer or non-motorised caravan no more than 7 metres long (excluding the A-frame and hitch) and attached to the insured vehicle by a standard 50 millimetre towing coupling. Any attached trailer or non-motorised caravan will be entitled to the same service as the insured vehicle

- **Passenger(s)** - persons being legally transported by the insured vehicle
- **Period of insurance** - the period of time covered by this insurance, as shown on the policy schedule
- **Policy schedule** - the document showing the insured vehicle details and the cover which applies
- **Policyholder** - the person as shown on the policy schedule
- **Recovery agent** - a qualified motor mechanic or recovery driver who is a member of our approved recovery network
- **Specialist equipment** - non-standard apparatus or recovery vehicles which, in the opinion of the recovery agent, are required to safely recover the insured vehicle. Specialist equipment includes, but is not limited to, winches, skates, sliders, dolly wheels, donor wheels and crane lifts
- **Trip** - a journey in/on the insured vehicle to any of the countries listed under the definition of Europe in this wording, which begins and ends within the UK and occurs during the period of insurance
- **We / us / our** - ERS
- **You / your** - the policyholder as shown on the policy schedule and any authorised driver and passenger(s)



# UK Breakdown Cover | Section 1 Roadside



## Roadside assistance

### What is covered:

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

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

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

### What is not covered:

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

## Misfuelling

### What is covered:

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

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

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

### What is not covered:

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

## Lost keys

### What is covered:

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

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

### What is not covered:

- any repairing, replacing, or re-programming of keys

# UK Breakdown Cover : Section 2 Roadside & Recovery



## Recovery / alternative transport / overnight accommodation

### What is covered:

In addition to the cover provided in Section 1, we will cover the following if the insured vehicle cannot be repaired at the scene of the breakdown or at the nearest available repairer by the end of the working day:

- taking the insured vehicle and you to any one place within the UK that you choose or
- if you are more than 50 miles from the home address:
  - vehicle hire up to £250 so that you can complete your journey and return to collect the insured vehicle after repair or
  - alternative means of public transport up to £150 so that you can complete your journey and return to collect the insured vehicle after repair or
  - overnight accommodation (on a room only basis) for 1 night, up to £75 per person to a total of £500, near where the insured vehicle is being repaired

### What is not covered:

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

## Replacement driver

### What is covered:

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

## UK Breakdown Cover ! Section 3 Total UK

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### Home assistance

#### **What is covered:**

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

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

#### **What is not covered:**

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

## European Breakdown Cover ! Section 4 Total UK & Europe

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#### **What is covered:**

In addition to the cover provided in Sections 1, 2 and 3, we will provide the cover stated in the following sub-sections if the insured vehicle suffers a breakdown during a trip.

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

#### **What is not covered:**

- any transportation of excise goods to or from Europe which come under the jurisdiction of HM Revenue & Customs (e.g. alcohol and tobacco). Any of these items must be removed from the vehicle prior to transportation being arranged and you will be responsible for any shipping costs
- any cover in Europe if the insured vehicle has been out of the UK for more than 60 consecutive days, or for more than 90 days during the period of insurance

## Cover prior to trip departure

### What is covered:

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

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

### What is not covered:

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

## Roadside assistance

### What is covered:

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

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

### What is not covered:

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

## Alternative transport / overnight accommodation

### What is covered:

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

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

### What is not covered:

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

## Returning you and the insured vehicle back home

### What is covered:

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

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

**What is not covered:**

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

**Replacement parts dispatch****What is covered:**

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

**What is not covered:**

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

**Emergency repairs following an attempted theft / break-in****What is covered:**

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

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

**What is not covered:**

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

## Tent theft or damage

### What is covered:

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

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

### What is not covered:

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

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

## Replacement vehicle on return to the UK

### What is covered:

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

### What is not covered:

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



# Important information



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

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

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

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

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

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

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

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

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

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

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

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

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

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

- valid full (not provisional) driving licence
- insured vehicle registration document
- motor insurance certificate
- your travel documents

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

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

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

## These general exceptions apply to the whole policy:

1. Any loss, damage or costs that are covered by any other insurance or breakdown organisation
2. Any claim within the first 24 hours after the policy start date. This does not apply to any renewing policies
3. Direct or indirect loss, damage or legal responsibility caused by, contributed to or arising from:
  - acts of terrorism
  - an earthquake or other natural disaster
  - any result of war, riot, revolution, civil commotion or unrest, or any similar event
  - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel
  - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment
  - carrying any dangerous substances or goods which you need a licence from the relevant authority
  - pressure waves caused by aircraft or other flying objects
4. Any costs if the insured vehicle has been used:
  - for public or private hire or reward, including but not limited to, taxis and couriers - unless the appropriate cover is shown on your policy schedule
  - on any race track, race circuit or toll road without a speed limit (such as Nurburgring)
  - for racing, rally, pace making or in any contest or speed trial, or practising for any such event, or is involved in any rigorous reliability testing
5. Our recovery agent must have attended the initial breakdown for any cover under this policy to be in force
6. Any costs if the insured vehicle is overloaded or carrying more than the amount of passengers for which it was designed
7. The cost of any parts, components or materials used to repair or remobilise the insured vehicle
8. Any costs related to you not carrying a spare tyre or tyre inflation kit. This includes the sourcing and delivery of any tyres and any tyre specialist costs
9. Breakdowns due to frost damage or failure to maintain the insured vehicle which leads to insufficient oil, coolant, or other fluids (excluding fuel)
10. Any penalty, parking, congestion or emission charges or any fines

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11. Any request for assistance if the insured vehicle is not accessible by the attending recovery agent
  12. Any call-out related to a previous breakdown which has occurred within the last 28 days - unless you have made permanent repairs to the fault, or the insured vehicle has been declared fit to drive by a recovery agent, or is in transit to a pre-booked appointment at a suitable repairer
  13. Damage or costs incurred as a direct result of gaining access to the insured vehicle following any request for assistance
  14. The repair or recovery of the insured vehicle at or from the premises of a motor trader
  15. The attendance or recovery of any vehicle being used with trade plates
  16. Vehicles which are broken down before or at the time of purchase, or breakdowns due to faults already known to you when you purchased this policy
  17. Loss of or damage to the insured vehicle or its contents, or any valuables carried in it
  18. Telephone call charges
  19. Compensation due to any delays in providing the services covered under this policy
  20. Costs that aren't immediately to do with getting the insured vehicle back on the road, for example lost earnings if a breakdown means you are late for work
  21. Breakdowns which occur due to speeding, alcohol or drug-related incidents

## These general conditions apply to the whole policy:

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

## **Cancellation**

### ***14 days cooling off period***

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

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

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

### ***After 14 days***

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

### ***Cancellation of your policy by us***

We, or the administrator, may cancel this insurance by sending seven days' notice, in writing, to your last known address.

We will refund the part of your premium which applies to the remaining period of the insurance via the administrator.

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

- unpaid premium
- you or anyone else covered by this insurance has not met the terms and conditions of this insurance
- you fail to provide documentation requested by us or the administrator
- any change in your circumstances that means we can no longer provide cover
- you misrepresent or fail to disclose information that is relevant to your insurance
- we identify fraud on another associated policy with ERS or
- you harass any member of our staff or show abusive or threatening behaviour towards them

This is not an exhaustive list.

## **Data protection notice**

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

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

You can find more information about how we use your personal information on our website: [www.ers.com/policy-pages/privacy-policy](http://www.ers.com/policy-pages/privacy-policy)

## **Where we collect your personal information**

We might collect personal information about you from:

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

## How we use and disclose your personal information

To assess the terms of your insurance contract, or to deal with any claims, we may need to share information like your name, address, date of birth and details such as medical conditions or criminal convictions. The recipients of this information could include (but are not limited to) credit reference agencies, anti-fraud databases, brokers / reinsurance brokers, other insurers / reinsurers, underwriters and other group companies who provide administration or support services. For claims handling, the recipients could include (but are not limited to) external claims handlers, loss adjusters, legal and other expert advisers, and third parties who are involved in the claim. More information about these disclosures is set out below.

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

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

Most of the personal information you provide to us is needed for us to assess your request for insurance, to enter into the insurance contract with you and then to administer that contract. Some of the information is collected for fraud prevention purposes, as described below. If we need your consent to use any specific information, we will make that clear at the time we collect the information from you. You are free to withhold your consent or withdraw it at any time, but if you do so it may impact upon our ability to provide insurance or pay claims. Further details about the legal basis for our processing of personal information, and the disclosure we may make, can be found on our website: [www.ers.com/policy-pages/privacy-policy](http://www.ers.com/policy-pages/privacy-policy)



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

### Accepting and administering your policy

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

### **Insurance underwriting**

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

- consider whether to accept a risk
- make decisions about providing and dealing with insurance and other related services for you and members of your household
- set price levels for your policy
- confirm your identity to prevent money laundering
- check the claims history for you or any person or property likely to be involved in the policy or a claim at any time. We may do this:
  - when you apply for insurance
  - if there is an accident or a claim or
  - at the time you renew your policy

### **Profiling**

When calculating insurance premiums, we may compare your personal details against industry averages. Your personal information may also be used to create the industry averages going forwards. This is known as profiling and is used to ensure premiums reflect risk. Profiling may also be used to assess the information you provide so we can understand risk patterns.

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

We may also make some decisions (for example about whether to offer cover or what the premiums will be) without any intervention by our staff. These are known as automated decisions. You can find out more about how we make these decisions on our website: [www.ers.com/policy-pages/privacy-policy](http://www.ers.com/policy-pages/privacy-policy). See also “Your Rights” below.

### **Motor Insurance Database (MID)**

Information about your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). Certain government or authorised organisations including the Police, DVLA, DVLNI, Insurance Fraud Bureau and other organisations allowed by law may use the MID and the information stored on it for purposes including:

- continuous Insurance Enforcement (you can get information about this from the Department of Transport)
- electronic vehicle licensing
- law enforcement for the purposes of preventing, detecting, catching or prosecution offenders and
- providing government services or other services aimed at reducing the level of uninsured driving

If you are involved in a road-traffic accident (either in the UK, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to gather relevant information. Anyone making a claim for a road-traffic accident (including their appointed representatives and citizens of other countries) may also gather relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is not shown correctly on the MID, you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at [askmid.com](https://askmid.com).

### **Managing claims**

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

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not result in a claim. When you tell us about an incident, we will pass information relating to it to Insurance Database Services Limited (IDSL).

### **Call recording**

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

- training and quality control
- as evidence of conversations
- for the prevention or detection of crime (e.g. fraudulent claims)

### **Preventing or detecting fraud**

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

If we find that false or inaccurate information has been given to us, or we suspect fraud, we will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies including the Claims Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). Law enforcement agencies may access and use this information.

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

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

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

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

### **Cheat line**

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

### **Retention**

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

### **Your rights**

You have rights under the Data Protection laws including the right to access the information we hold about you (subject to any legal restrictions that may apply), to have the information corrected if it is inaccurate, and to have it updated if it is incomplete. In certain circumstances you may have the right to restrict or object to processing, to receive an electronic copy of your data ("data portability") or to have your data deleted. You can also find out about any automated decisions we make that affect your insurance or premiums.

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

Data Protection Officer

Address: 21 Lombard Street, London, EC3V 9AH

Email: [dpo@ers.com](mailto:dpo@ers.com)

Further details about all the rights available to you may be found on our website: [www.ers.com/policy-pages/privacy-policy](http://www.ers.com/policy-pages/privacy-policy)

If you are not satisfied with our use of your personal data or our response to any request by you to exercise your rights in relation to your personal data, please contact [dpo@ers.com](mailto:dpo@ers.com)

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

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

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

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### **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:

Financial Services Compensation Scheme, 10<sup>th</sup> floor, Beaufort House, 15 St Botolph Street, London. EC3A 7QU.

Tel: 0800 678 1100 or 020 7741 4100

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

# Complaints



## How to make a complaint if things go wrong

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. The address is:

ERS Customer Relations Department, PO Box 3937, Swindon, SN4 4GW

Tel: 0345 268 0279

Email: [complaints@ers.com](mailto:complaints@ers.com)

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

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

Tel: 020 7327 5693

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Further information is available on the Lloyd's website [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

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

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require written authority to allow us to deal with them. If you have any questions, about complaints please contact the Company Secretary at:

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