
ABOUT THIS DOCUMENT

Please note that this policy summary does not contain the full terms and conditions of the contract of insurance, which can be found in your policy document. You can find your policy document at www.ers.com.

INSURER

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).

LANGUAGE AND LAW APPLYING TO THE INSURANCE

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

Unless we have agreed otherwise with you, English law will apply to this insurance.

If 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 at the start of the contract, the law of that area of jurisdiction will apply.

TYPE OF INSURANCE AND COVER

ERS offers Comprehensive (COMP), Third Party, Fire and Theft (TPFT) and Third Party Only (TPO) Commercial Vehicle insurance cover.

COVER SPECIFIC FEATURES AND BENEFITS (referenced to the numbered sections contained in the insurance document)

COMPREHENSIVE - COMP

Section 1 - Liability to others, Section 2 - Loss of or damage to your vehicle, Section 3 - Foreign use, Section 4 - Medical expenses, Section 5 - Personal belongings and Section 6 - Loss of keys and replacing locks.

THIRD PARTY, FIRE AND THEFT - TPFT

Section 1 - Liability to others, Section 2 - Loss of or damage to your vehicle (except accidental or malicious damage, flood damage or vandalism) and Section 3 - Foreign use.

THIRD PARTY ONLY - TPO

Section 1 - Liability to others and Section 3 - Foreign use.

SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS (BY SECTION)

SECTION 1

The most we will pay for property damage is £5,000,000 for any one claim or claims arising out of one incident.

The most we will pay for costs and expenses arising from property damage is £5,000,000 for any one claim or claims arising out of one incident.

Under the sub section "Legal costs", the most we will pay for legal costs is £35,000 towards your legal fees and expenses for defending legal proceedings.

The most we will pay for any prosecution awarded against you arising from breaking the Health and Safety at Work Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or Corporate Manslaughter and Corporate Homicide Act 2007 is £1,000,000.

SECTION 2

You must pay an amount towards any claim that you make under section 2 of your insurance. This is called the 'excess' and more than one excess may apply to a claim. Details of all excesses, including windscreen, will be shown in your policy document and/or on your policy schedule. Where cover is agreed by our underwriters, an additional excess will apply while your vehicle is being driven by a young or inexperienced driver.

There is a £400 limit for permanently fitted audio, visual, communication, guidance or tracking equipment that did not form part of your vehicle when it was originally made.

The most we will pay for the loss of or damage to your vehicle is up to the value shown on your schedule.

We may use recycled or non-original parts and equipment when repairing your vehicle.

You will not receive a refund of premium if your insurance ends due to the total loss of your vehicle. When calculating the value of your vehicle, we may take into account any discount on the manufacturer's recommended retail price when you purchased the vehicle.

We will not provide any cover for the loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if it has been left unlocked, left with the keys in it, left with the windows or roof panel open or reasonable precautions have not been taken to protect it.

If your vehicle is taken without consent by a member of your immediate family or a person living in your home, we will not provide any cover for the loss of or damage to the vehicle unless that person is convicted of theft.

SECTION 3

We will provide the minimum cover required by law when you are using your vehicle in the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein).

SECTION 4

There is a £100 limit for the medical expenses of anyone that is injured while they are in your vehicle as a result of an accident involving your vehicle.

SECTION 5

There is a £100 limit on personal belongings cover. This benefit does not apply to money, goods or samples connected with your work, property insured under any other contract or property that was not reasonably protected.

SECTION 6

We will pay up to £300 if the keys for your vehicle are lost or stolen and have not been recovered. This cover only applies if the address where the vehicle is kept would be known to any person that has your keys or lock transponder and you let the police know about the loss as soon as it is discovered.

GENERAL EXCEPTIONS

We will not provide any cover for any driver that does not hold a Certificate of Professional Competence (where required).

We will not provide any cover for any driver that is contravening local authority licensing regulations in respect of their business, trade or profession.

PERIOD OF INSURANCE

The insurance offered is a 12-month contract which may be renewed each year. Renewal will be subject to the terms and conditions that apply at the time of renewal.

CANCELLATION

You may cancel the insurance at any time by informing us of your requirement to cancel the insurance. The charges that will apply are detailed in the General conditions section of the insurance document.

Your right to change your mind

As long as your vehicle has not been written off as a result of a claim under the insurance, you may cancel the insurance, without giving reason, by informing us of your requirement to cancel the insurance within 14 days of the start date. We will make a charge equal to the period of cover you have had, but this charge will be subject to a minimum amount of £25+ Insurance Premium Tax (IPT).

HOW TO CLAIM

If a claim or possible claim occurs you must report it to us as soon as possible. Call our 24-hour helpline on 0330 123 5991 or if the claim is solely for windscreen damage call 0345 602 3378.

PREVENTING AND DETECTING FRAUD AND CLAIMS HISTORY

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Further details explaining how the information held by fraud prevention agencies may be used are contained in your policy document.

DISCLOSURE OF INFORMATION

You must tell us immediately about any changes to the information you have already provided. Contact your broker if you are not sure if information is relevant. If you do not tell us about relevant changes, your insurance may not cover you fully, or at all.

COMPLAINTS

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. The address is:

ERS Governance Affairs
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. The address is:

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

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

This does not affect your right to take legal action.

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

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If ERS is unable to meet its liabilities under this insurance, you may be entitled to compensation from the FSCS. A claim is protected for 90% without any upper limit. For compulsory types of insurance the claim will be met in full. You can get further information about the compensation scheme arrangements from the FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk.