



Providing
Equity Insurance

Your Policy Document
SME Protect





Providing
Equity
Insurance

What is Equity Insurance?

For most of us, motor insurance is just a must-have. Yet for some, it is so much more than that; it's a way of taking care of what stands at the heart of their passion or livelihood.

We recognise that for these vehicle owners, standard insurance isn't enough. That's why we work exclusively with brokers to get under the skin of their customers, and to know what their vehicles mean to them. Then we can build products to help meet their needs.

This is a completely different approach to motor cover.

We call it **Equity Insurance**.

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 any schedule, endorsement or certificate you've 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 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, Certificate of motor insurance, schedule, any schedule of endorsements and the information you or your representative have supplied 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.

Signed for and on behalf of ERS



Mark Bacon
Active Underwriter





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Definitions

- *The key words and terms that we use in this document*

- **Accessories** - parts added to your vehicle that do not affect its performance.
- **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.
- **Endorsement** - change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the current schedule and current schedule of endorsements.
- **ERS** - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only legally responsible for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.
- **Excess** - a contribution by you towards a claim under this insurance.
- **Hazardous goods** – goods as defined by; The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 ("CDG 2009") or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.
- **Market value** - the cost of replacing your vehicle with another one of the same make, model and specification and of similar age, mileage and condition at the time of an accident or loss.
- **Period of insurance** - the period of time covered by this insurance (as shown on the schedule) and any further period for which we accept your premium.
- **Road** - any place which is a road for the purpose of any compulsory motor insurance law that operates in the United Kingdom.
- **Schedule, Policy schedule** - the document showing the vehicle we are insuring and the cover which applies. To be read in conjunction with schedule of endorsements.
- **Schedule of endorsements** – the document showing endorsements that apply. To be read in conjunction with the policy schedule.
- **United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- **We, us** - ERS.
- **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).
 - **Agricultural vehicle** meaning a vehicle used solely for agricultural or forestry purposes.
 - **Articulated vehicle** - a goods carrying vehicle made up of a power unit and one or more semi-trailers.
 - **Bus** meaning a passenger carrying vehicle with 17 or more passenger seats.
 - **Car** meaning any private car, estate car or utility car.
 - **Coach** meaning a passenger carrying vehicle with 17 or more passenger seats.
 - **Commercial vehicle** meaning any motor vehicle other than a car, coach, minibus or motorcycle.
 - **Motorcycle** meaning any motorcycle, motorcycle and sidecar or moped.
 - **Minibus** meaning a vehicle with between 9 and 16 passenger seats in addition to the driver.
 - **Trailer** meaning any trailer which is your property or for which you are responsible. The trailer does not include a disabled mechanically propelled vehicle.



What to do if you need to make a claim

Nobody likes having to make a claim. But by following these two simple steps you can make sure it goes smoothly:

- Tell us about the claim as soon as you can. If applicable, please call us from the scene of the accident if it's safe to do so.
- Take photographs of any damage to the vehicles involved.

Claims helpline – 0330 123 5991

- Call this number if you need to report an accident, fire or theft claim.
- We're open 24 hours a day, 365 days a year. Our expert staff will take down the details, and help you get back on the road as soon as possible.

Windscreen helpline – 0345 602 3378

- Call this number if you want to report a windscreen claim.
- We're open 24 hours a day, 365 days a year.

You can count on us for all this:

- A market-leading customer experience.
- A specialist team to handle your claim.
- A network of approved suppliers to get you back on the road quickly.
- Fraud prevention to keep your premiums low.
- Positive handling of third-party claims to keep costs down.
- Sophisticated tools to help claims go smoothly.

Repairing your vehicle

If your insurance covers damage to your vehicle, we can talk you through the options for getting it repaired.

We'll take care of everything:

- If your vehicle can't be driven we will arrange for roadside recovery.
- We'll collect the vehicle from you and deliver it back to you after the repairs.
- Repairs will be carried out by a garage in our approved repairer network, provided that's the best option for you.
- An expert claim handler will manage your claim for you.

We want to get you back on the road as soon as possible.

Keeping your vehicle safe

Please make sure your vehicle is locked and the keys are in a safe place.

Your insurance won't cover loss of your vehicle or its contents by theft or attempted theft, or if it's been taken by an unauthorised person if:

- it was left unlocked; or
- it was left with the keys in or on it; or
- it was left with the windows or roof panel open, or the roof of a convertible vehicle open (if your vehicle has these); or
- reasonable precautions were not taken to protect it.

Your Accident and Third Party Accident Cards are included at the back of this document, for use in the event of a claim.



If someone makes a claim against you

There are a few simple steps you can take to try to reduce the amount of any claim against you, and to protect yourself against fraudulent claims.

Don't apologise or admit it was your fault.

- Make sure to take the other person's details, including:
 - Their name, address and contact number;
 - The registration number and make and model of their vehicle;
 - Their insurer's name and policy number.

Take photos of:

- Any damage to their vehicle.
- Any damage to your own vehicle.
- The scene of the accident, as long as it's safe to do so.

Make a note of:

- Any injuries to anyone involved.
- The number of passengers in the other vehicle.
- The name, address and contact number of any witnesses.
- The name and number of any police officer who attends the scene of the accident.
- Any unusual behaviour from the other person and the direction they take when they leave the scene.



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.

Section Name	Comprehensive	Accidental Damage Fire & Theft	Third party Fire & Theft	Fire & Theft	Third Party Only
Section 1 - Liability to others	✓	✗	✓	✗	✓
Section 2 - Loss of or damage to your vehicle*	✓	✓	✓	✓	✗
Accidental damage	✓	✓	✗	✗	✗
Malicious damage	✓	✓	✗	✗	✗
Fire	✓	✓	✓	✓	✗
Flood	✓	✓	✗	✗	✗
Theft	✓	✓	✓	✓	✗
Vandalism	✓	✓	✗	✗	✗
Windscreen	✓	✓	✗	✗	✗
Section 3 - Loss of keys and replacing locks	✓	✗	✓	✗	✗
Section 4 - Unauthorised use	✓	✗	✓	✗	✓
Section 5 - Unlicensed drivers	✓	✗	✓	✗	✓
Section 6 - Medical expenses	✓	✗	✗	✗	✗
Section 7 - Personal belongings	✓	✗	✗	✗	✗
Section 8 - Personal accident	✓	✗	✗	✗	✗
Section 9 - Foreign Use	✓	✗	✓	✗	✓

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 1 – Liability to others

Driving your vehicle

We will provide insurance for any accident you have while you are driving, using or in charge of your vehicle or while you are loading or unloading it.

We will insure you for all amounts you may legally have to pay for causing death or injury to other people.

The most we will pay for third party property damage for any claim or series of claims for property damage arising out of one incident is:

- £20,000,000 – Where your vehicle is a private car not used for hire purposes; or
- £5,000,000 – for all other vehicle types; or
- £1,000,000 – in respect of any vehicle carrying hazardous goods; or
- £1,000,000 for liability arising from an act of terrorism.

We will also pay up to £5,000,000 for costs and expenses resulting from any property damage claim(s) that arise from one incident involving a private car covered by this insurance.

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

Other people driving or using your vehicle

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

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

Legal personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

Cover for principals

As far as is necessary to meet the requirements of any agreement or contract entered into by you for the performance of work, we will insure the principal at your request, provided the principal complies with the terms and conditions of this insurance in so far as they can apply.

Contingent liability

We will insure you while an employee of yours uses, on your business, a vehicle you do not own or have supplied as long as:

- you have given express permission for the vehicle to be used on your business;
- you have taken all reasonable steps to ensure that there is a separate motor insurance policy, in the employee's name, giving you cover for such use; and
- there is no cover provided by any other insurance.

We will not be liable:

- for any loss or damage to such vehicle; or
- to cover any person driving such vehicle.

Joint liability

If this document is in the name of more than one person, we will cover each person as if we had sent an individual document to each. We will cover each against the liability of the other, as long as the liability, loss or damage is not covered by any other insurance.

Unauthorised movement

We will insure you in respect of any accident caused by, through or in connection with the movement of any motor vehicle not belonging to you and not in your custody or control as long as the vehicle is preventing your vehicle from passing and:

- is being moved by an employee of yours;
- is being moved in connection with your business;
- is not the property of the employee moving it; and
- is not covered by any other insurance covering such accident, damage or loss.



Costs and expenses

Legal costs

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

- up to £1,000,000 towards your legal fees and expenses for defending legal proceedings, including appeals, and;
- up to £1,000,000 towards the cost of any prosecution awarded against you arising from any health-and-safety enquiry or criminal proceedings for breaking the:
 - Health and Safety at Work Act 1974;
 - Health and Safety at Work (Northern Ireland) Order 1978; or
 - Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide this cover:

- unless the proceedings relate to an actual or alleged act, failure to act or accident that happens during the period of insurance within the United Kingdom and in connection with your business;
- unless the proceedings relate to an actual or alleged act, failure to act or accident arising from you, or a person on your behalf using, or you having or owning, a motor vehicle or trailer where compulsory insurance or security is required by the Road Traffic Act;
- for any proceedings which result from your deliberate act or failure to act; or
- where cover is provided by any other policy.

Emergency medical treatment

Where we must provide cover under the Road Traffic Act, we will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

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.



Exceptions to section 1

This section of your insurance does not cover the following

1. Anyone who can claim for the same loss from any other insurance.
2. Loss of or damage to any premises belonging to or occupied by you, any other property owned by you or in your custody or control or any property or load being conveyed by the insured vehicle or trailer.
3. Death of or bodily injury to any person arising out and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of the relevant laws.
4. Death, bodily injury or damage to property caused as a result of plant covered by this policy being used as a tool of trade.
5. Any liability arising while any vehicle is being used in or on any part of an airport or aerodrome which is used for:
 - aircraft take-off or landing;
 - aircraft parking including service roads;
 - ground equipment parking areasexcept where we need to provide the minimum insurance required by the Road Traffic Act.
6. Any liability arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, except where we need to provide the minimum insurance (£1,000,000) required by the Road Traffic Act.
7. Any legal responsibility, unless we need to provide the minimum insurance required by the Road Traffic Act, for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event.

This exception:

- relates to contamination or pollution caused directly or indirectly by any substance, liquid, vapour or gas leaking or being released; 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.

8. Death, bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - the bringing of any load to any commercial vehicle for loading on to; or
 - the taking away of the load from any commercial vehicle after it has been unloaded by any person other than the driver or attendant of such vehicle.
9. Death, injury, loss or damage directly or indirectly caused by:
 - the wrongful collection or delivery of the Insured Vehicle's load; or
 - goods which do not conform to the required specification of or the order made by the customer.



Section 2 – Loss of or damage to your vehicle

This cover only applies to your vehicle

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

- accidental or malicious damage, flood damage and vandalism;
- fire, lightning, self-ignition and explosion; or
- theft or attempted theft, or taking the vehicle away without your permission.

For a claim under this section we may either:

- pay for the damage to be repaired;
- pay an amount of cash to replace the lost or damaged item; or
- replace the lost or damaged item.

The most we will pay will be either:

- the market value of your vehicle (including its accessories and spare parts); immediately before the loss; or
- the cost of repairing the 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.

Excesses

If an excess is shown on your schedule, you have agreed to pay that amount for each incident of loss or damage.

If more than one vehicle is insured on your policy and they are involved in the same incident, the excess shown on your schedule will apply to each vehicle separately.

Windscreen damage (comprehensive cover only)

You may claim for damage to your vehicle's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen.

The helpline number is 0345 602 3378.

A replacement will be subject to the excess shown on the schedule for each claim. There is no limit on the cost of the windscreen.

No excess will apply if the windscreen can be repaired instead of replaced.

This benefit does not apply to damaged sun roofs, roof panels, lights or reflectors whether glass or plastic.

Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced driver (including yourself) is driving, you will have to pay the first amount of any claim as shown below. This is on top of any other excess that you may have to pay.

Drivers	Amount
■ Under 21 years of age	£300
■ Aged 21 to 24 years	£200
■ Aged 25 years or over who has a provisional driving licence or has not held, for 12 months or more, a full driving licence issued by any country which is a member of the European Union.	£200

These amounts do not apply if the loss or damage is caused by fire or theft.



Recovery and re-delivery

After any claim under this section we will pay the cost of moving your vehicle from the place where the damage happened to the premises of the nearest competent repairer. We will also pay the cost of delivering your vehicle back to you in the United Kingdom after repair.

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

Repairs

If your vehicle is damaged in any way which is covered by this insurance, you should contact us immediately. We can, if you wish, organise for our approved repairers to repair your vehicle.

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, any party handling repairs to an insured vehicle should retain for our inspection: a fully costed estimate, all damaged parts and images of the damaged areas of the insured vehicle. Failure to do so may affect your right to claim for the cost of damages under the terms of this policy.

We may arrange for your vehicle to go to a repairer we choose if we cannot reach an agreement with the repairer over costs.

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

Total loss (write-off)

If the cost of repairing your vehicle is greater than the market value of your vehicle, we will offer you an amount as compensation. Unless you qualify for the new vehicle replacement benefit, the insurance for your vehicle will end when you accept that offer.

If we ask, you must send us your vehicle registration document (V5c), MOT certificate, receipt for buying the vehicle, all keys and any other relevant documents before we agree to settle the claim.

Once we have made a payment, your vehicle becomes our property.

If the vehicle belongs to someone else, we will normally pay an amount to the vehicle's owner for the total loss of the vehicle.

If there is any outstanding loan on your vehicle, we may pay the finance company first. If our estimate of market value is more than the amount you owe them, we will pay you the rest. If our estimate of the market value is less than the amount you owe, you may have to pay them the balance.

If your vehicle is leased or on contract hire, we may pay the leasing or contract-hire company first. If our estimate of the market value is more than the amount you owe the leasing or contract-hire company, the amount we pay them will settle the claim. If our estimate of the market value is less than the amount you owe, you may have to pay them the balance.

When working out the value of the vehicle we may take into account any discount on the manufacturer's recommended retail price you received when buying the vehicle.

New vehicle replacement

This cover applies to any car or commercial vehicle with a gross weight of 7.5 tonnes or less.

If the vehicle is less than one year old from the date of buying it new and the cost of repairing any damage (that is covered by this insurance) is more than 50% of the manufacturer's recommended retail price plus taxes, or is lost by theft or is stolen and not recovered, we will replace it with a new vehicle of the same make, model and specification, provided one is available.

The lost or damaged vehicle will then belong to us.

Audio, visual, communication, guidance or tracking equipment

The cover provided by this policy includes loss of, or damage to, permanently fitted audio, visual, communication, guidance or tracking equipment that formed part of your vehicle when it was originally made.

If it was not part of the vehicle when it was originally manufactured, we will only pay up to £500.



When your vehicle is being serviced

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While your vehicle is in the hands of the motor trade for a service or repair, we ignore any restrictions on driving or use (as shown in your certificate of motor insurance).

Trailer Cover

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

- attached to the vehicle, or;
- temporarily detached during the course of a journey, or;
- detached from the vehicle on your premises or those of your customer provided that the premises are securely locked overnight or when otherwise unoccupied.

Cover is restricted to trailers owned by you or which are in your care, custody or control.

The most we will pay in the event of a claim is the last value you told us about in respect of any one trailer.

There is no cover for contents in or on any trailer.



Exceptions to section 2

This section of your insurance does not cover the following.

1. Any amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
2. Wear, tear and depreciation.
3. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
4. The vehicle's value reducing, including loss of value as a result of damage, whether the damage is repaired or not.
5. Repairs or replacements which improve the condition of the vehicle.
6. Damage to tyres, unless caused by an accident to your vehicle.
7. Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
8. Loss resulting from repossessing the vehicle and returning it to its rightful owner.
9. Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
 - it has been left unlocked;
 - it has been left with the keys in it or on it;
 - it has been left with the windows, roof panel or the roof of a convertible vehicle open; or
 - reasonable precautions have not been taken to protect it.
10. Loss of fuel.
11. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.



Section 3 – Loss of keys and replacing locks

We will pay up to £1000 if the keys for your vehicle are lost or stolen and have not been recovered. We will pay the cost of replacing the entry key and transponders, ignition and steering locks that can be opened or operated with the lost items. This applies as long as:

- you let the police know about the loss as soon as it is discovered; and
- the address where your vehicle is kept would be known to any person who has your keys or lock transponder.

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

Section 4 – Unauthorised use

The insurance provided by this document will apply if an employee of yours uses your vehicle without authority but we will not be liable to cover your employee.

Section 5 – Unlicensed drivers

We will insure an unlicensed driver under this document when a licence is not required by law, provided the driver is old enough to have obtained a licence to drive the vehicle had one been required by law.

Section 6 – Medical expenses

We will pay up to £500 for each person for the medical expenses of anyone who is injured while they are in your vehicle as a result of an accident involving your vehicle.

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

Section 7 – Personal belongings

We will pay up to £250 for personal belongings in or on your vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

This personal belongings cover does not apply to:

- money, stamps, tickets and documents;
- goods or samples connected with the work of any driver or passenger;
- property insured under any other contract; or
- property that was not protected.

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

Section 8 – Personal accident

If the driver of an insured vehicle is involved in an accident and within three months of that accident it is the only cause of death or injury, we will pay £10,000 for; death, the loss of any limb or the permanent loss of sight in one or both eyes.

Payment will be made direct to the insured person or to their legal representative.

Exceptions

- We will not pay more than £10,000 for any claim(s) resulting from one accident.
- We will not pay any amount for injury arising from suicide or attempted suicide.
- We will not pay any amount for death or injury to any person convicted of driving while under the influence of drink or drugs at the time of the accident.
- We will not be liable to pay for death of or injury to any person not wearing a seat belt when they have to by law.



Section 9 – Foreign use

The cover shown on the schedule will apply to any member country of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland (including Liechtenstein).

In respect of any countries other than shown above, you should contact us and if we agree to provide cover we may require an additional premium.

If cover is provided, the following benefits apply:

Insurance cover

We will extend your insurance to apply to claims which happen:

- in any country which we have agreed to provide cover for; and
- while the vehicle is being transported (including loading and unloading), between ports in countries where you have cover, as long as the vehicle is being transported by rail or by a recognised sea route of not more than 65 hours.

Customs duty and other charges

If your vehicle suffers any loss or damage covered by this insurance, and the vehicle is in any country for which we have agreed to provide cover, we will do the following. We will:

- Refund any customs duty you have to pay after temporarily importing your vehicle into any of the countries where you have cover.
- Refund any general average contributions, salvage charges and sue and labour charges incurred during transit of your vehicle, and
- pay the cost of delivering your vehicle to you at your address after the repairs have been made if your vehicle cannot be driven because of any loss or damage.



General Terms

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

You can accept payments from passengers in your vehicle if you are giving them a lift for social or other similar purposes. Accepting these payments will not affect your insurance cover if:

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



General exceptions

- *What your insurance does not cover*

These general exceptions apply to the whole insurance.

Your insurance does not cover the following.

1. Any liability, loss or damage arising while any vehicle covered by this insurance is being:
 - used for a purpose which the vehicle is not insured for;
 - driven by or is in the charge of anyone (including you) who is not mentioned in the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
 - driven by or is in the charge of anyone (including you) who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence to drive your vehicle, does not keep to the conditions of their driving licence (including holding a Certificate of Professional Competence where required) or is prevented by law from having a licence (unless they do not need a licence by law);
 - driven by anyone who is contravening local authority licencing regulations in respect of public hire or private hire vehicles;
 - used on any race track, race circuit or toll road without a speed limit (such as the Nurburgring);
 - Used to carry any load which exceeds any plated weight of the insured vehicle.
2. Any liability, loss or damage that is also covered by any other insurance.
3. Any liability, loss or damage that occurs outside the United Kingdom, other than where we have agreed to provide cover. Please refer to the Foreign Use Section of this policy document.
4. Any liability you have accepted under an agreement or contract unless you would have had that liability anyway.
5. Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military or usurped power (except where we need to provide cover to meet the minimum insurance required by the relevant law.)
6. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - earthquake;
 - riot or civil commotion elsewhere than in Great Britain, the Channel Islands or the Isle of Man (unless we need to provide cover to meet the minimum insurance needed by law);
 - 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;
 - pressure waves caused by aircraft and other flying objects.
7. Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.



General conditions

- *What we expect for your cover to be valid*

1. We will only provide the cover described in this insurance if:
 - anyone claiming protection has met all the conditions in this document; and
 - the information you or your appointed representative have provided to us is, as far as you know, correct and complete.
2. Your premium is based on the information you supplied at the start of the insurance and when it is renewed. If you have failed to provide us with complete and accurate information, this could lead to your claim being denied or the insurance not being valid.
3. If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end. If you or anyone acting on your behalf provides false or stolen documents to support a claim, we will not pay the claim and this insurance will end.
4. After any loss, damage or accident you must give us full details of the incident as soon as possible. You must also give us any information, documentation and help we need to help us deal with your claim. We will only ask for this if it is relevant to your claim.
5. 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 not admit to, negotiate on or refuse any claim unless you have our permission.
6. You must take all reasonable steps to protect your vehicle from loss or damage, and to maintain it in a roadworthy condition. You must let us examine your vehicle at any reasonable time.

7. We can:

- take over, conduct, defend or settle any claim; and
- 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.

8. If we accept your claim, but disagree with the claim amount, the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
9. If there are a number of claims for property damage arising out of any one cause, we may, at any time, pay you up to the maximum amount payable under section 1. We will deduct from this amount any amounts we have already paid as compensation. On paying this amount, we will withdraw from any further action connected with the settlement of these claims. We will pay any legal costs and expenses incurred with our consent, up to the time we withdraw from dealing with the claims.
10. If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.
11. If we refuse to provide cover because you have failed to provide information or provided incorrect information, but we have a legal responsibility to pay a claim under the Road Traffic Acts, we can settle the claim or judgment without affecting our position under this policy. We can recover any payments that we make from you.
12. If requested; you must provide us with relevant information, documentation and required permission to access your driving record with DVLA.
13. You must supply the details we need of any vehicles covered by this insurance for the purposes of the Motor Insurance Database (MID).



Cancellation

Where you may cancel your policy

You may cancel this insurance by declaring to us your requirement to cancel. We will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below)

We will then refund any amount we owe you to your broker subject to the premium having been paid.

Period you have had cover for	Percentage of annual premium covering that period	Percentage of refund
Up to 1 week	15%	85%
8 days to 1 month	25%	75%
up to 2 months	30%	70%
up to 3 months	50%	50%
up to 4 months	60%	40%
up to 6 months	75%	25%
up to 8 months	90%	10%
over 8 months	Full annual premium	Nil

Where we may cancel your policy

We or your broker may cancel this insurance by sending seven days' notice, in writing, to your last known address. We will refund the part of your premium which applies to the remaining period of the insurance. We will send this refund to your broker.

Your insurance may be cancelled because

- you have not paid when due, a premium on an instalment plan;
- you or anyone else covered by this insurance has not met the terms and conditions of the insurance;
- 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; or
- you harass any member of our staff or show abusive or threatening behaviour towards them.

This is not an exhaustive list.



Misrepresentation

Where we identify misrepresentation or fraud, or any attempt to gain an advantage under this insurance to which you are not entitled, we may apply one or more of the remedies listed below:

- agree with you to: amend your policy to record the correct information, apply any required change in; premium, policy terms and conditions.
- apply any administration costs;
- reject or pay only a proportion of your claim;
- cancel the policy;
- void the policy (which means to treat the policy as though it never existed);
- not return to you any premium paid.

Declaration Frequency

Your schedule will show you the frequency of when you are required to provide us with a declaration of the vehicles covered by this insurance. You should tell us of any vehicles added or deleted during the period in question, along with details of any temporary vehicles. We will calculate any additional or return premium based upon our standard calculation formula. (Details available upon request).

Changes to your details.

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

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

- A change of vehicle (including extra vehicles and any temporary vehicles).
- All changes you or anyone else make to your vehicle if these make your vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of business activity.
- A change in the purpose for which you use your vehicle.
- Details of any driver you have not told us about before, or who is not specifically entitled to drive by the certificate of motor insurance or is excluded by an endorsement, but who you now want to drive.
- Details of any motoring conviction resulting in a driving disqualification or more than six penalty points being applied to the licence of any person allowed to drive.
- Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive.
- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether or not the driving licence has been restricted.



Important notices and information

Data Protection Notice

This section contains important information about your personal details. Please make sure to show it to anyone covered by the policy.

We will process the details you have given us in line with the Data Protection Act 1998 (as amended from time to time) and any other laws that apply. Your information may also be processed outside the European area. In all cases we will make sure that your information is adequately protected.

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 it could include details of any medical conditions or criminal convictions. The Data Protection Act 1998 classifies this kind of information as 'sensitive'. We may pass this information on to other organisations that we have carefully chosen as well as other companies in the ERS group.

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.

By accepting this insurance you consent to such use of your personal data.

The remaining sub-sections of this policy document provide you all the reasons why we might use and share your information.

Motor Insurance Database

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, the DVLA, the DVLANI, the 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 prosecuting 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.

You or your broker will have been provided with a password and instructions how to directly notify the Motor Insurance Database (MID) of changes to vehicles insured under this insurance.

Notification of changes must be transacted in accordance with The Motor Vehicles Regulations 2003 and any subsequent statute or Act of similar purpose.

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 and may delay or cause us not to pay a claim. You can check that your correct registration number details are shown on the MID at www.askmid.com.



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; and
- 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 the policy.

Keeping to legal responsibilities

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, the police or other investigators. We also may have to investigate your claim and conviction history.

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 IDSL.

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. 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 for 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,
52-54 Leadenhall Street,
London EC3A 2BJ.

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.



Delivering quality insurance solutions

- 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. 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 Department,
Lloyd's Market Services
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.

Please note that the FOS will only consider your complaint if you are a "micro-enterprise". This is defined as a business with an annual turnover not exceeding €2 million (euros) and fewer than ten staff.

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,
52-54 Leadenhall Street,
London EC3A 2BJ.

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. (firm reference number 204851).

ERS Syndicate Management Limited is registered in England and Wales number 426475. The registered office is 52-54 Leadenhall Street London, EC3A 2BJ.

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,
10th Floor, Beaufort House,
15 St Botolph Street,
London EC3A 7QU
Tel: 0800 678 1100 or 0207 741 4100.
Email: enquiries@fscs.org.uk,
www.fscs.org.uk.



Your accident and third party cards

Your Accident Cards

Print the cards on a single sheet of paper and then cut the cards out. Put the card in your wallet / purse or vehicle's glove box.



YOUR ACCIDENT CARD 

Call immediately in the event of an accident

0330 123 5991

Windscreen helpline
0345 602 3378

Help us give you a good service and protect you from fraudulent and exaggerated claims:

- 01 Call our 24 hour helpline from the scene of the accident if possible
- 02 Give the other driver the Third Party Accident Card
- 03 Take photographs of damage to all vehicles and the scene of the accident if safe to do so
- 04 Note the number of occupants in the other vehicle(s)
- 05 Note the number, and details, of witnesses



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Third Party Accident Cards

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THIRD PARTY ACCIDENT CARD



■ **Give this card to the other driver in all circumstances**

The ERS insured driver must complete his / her details before handing the card to the other driver

Full name

Telephone number

Name of person or company on the policy

Vehicle registration number

Policy number (if known)

IMPORTANT INFORMATION

We understand that accidents can sometimes be distressing and are always inconvenient.

If our driver is wholly or partly at fault for this accident we would like to assist you, should you require it, by:

Arranging and paying for your vehicle repairs and/or organising a replacement "like for like" vehicle for you (at no cost or inconvenience to you).

To take us up on our offer please contact us on: 0345 602 3376

You must show this card to your insurer and your legal or other agent.

They will need to be aware that we have made this offer to you.

You have a legal duty to keep your losses to a minimum.

You should be aware that you may be liable for hidden costs in connection with repairs to your vehicle or with the provision of a replacement vehicle by another party, even if they are recommended to you by your own insurer.



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

02 Give the Third Party Accident Card to the other driver in all circumstances. Make sure you write your contact details on it

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

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

By using the cards we can arrange:

Roadside recovery for immobile vehicles

Collection and repair if cover is comprehensive

A free loan car or car derived van (subject to policy terms)

Fire, Theft, Vandalism and Windscreen damage

Phone us using the 24 hour helpline number on 0330 123 5991

Windscreen helpline: 0345 602 3378

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