

Your Policy Document – Number ACMHOME 0217

Motorhome





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

The information you or your representative have supplied has been relied upon by us in offering the contract of insurance.

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

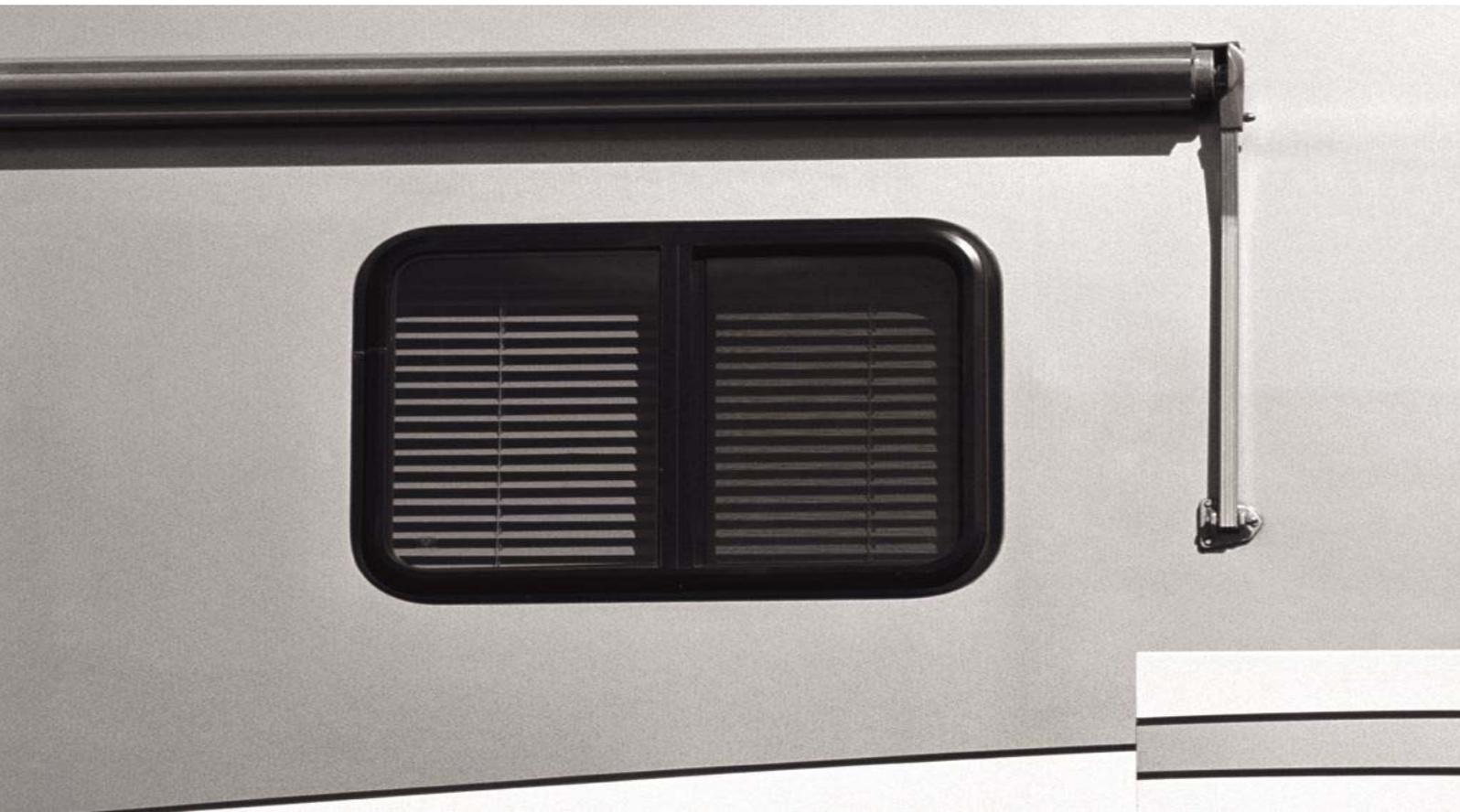
You should read all parts of the contract as one document. Please remember to read the contract carefully, including all terms, conditions and exceptions to ensure it meets your needs.

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 motorhome that do not affect its performance.
- **Approved repairer** – A motor vehicle repairer which is a member of our approved repairer network and is authorised by us to repair the insured motorhome after a valid claim under Section 2 of this insurance.
- **Certificate of motor insurance** - a document which is legal evidence of your insurance and which forms part of this document, and which you must read with this document.
- **Courtesy car** – A Group B (small standard private car) or PV1 (small car-derived van or similar) vehicle loaned to you by our approved repairer whilst the insured motorhome is being repaired after a valid claim under Section 2 of this insurance.

Note: A courtesy car is intended to keep you mobile. It is not necessarily a like for like replacement of your motorhome. All courtesy cars are subject to the driver meeting the terms and conditions of hire from the approved repairer.
- **Endorsement** - a change in the terms of the insurance which replaces the standard insurance wording and is printed on, or issued with, the current schedule and current schedule of endorsements.
- **ERS** - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only legally responsible for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.
- **Excess** - a contribution by you towards a claim under this insurance.
- **High Risk Items:**
 - Articles of gold or other precious metals, jewellery, stones (precious and non-precious), watches;
 - Binoculars;
 - Collections of any kind (e.g. coins, medals, stamps or trophies);
 - Contact / corneal lenses or spectacles;
 - Computers (including laptops, tablet computers, gaming consoles, associated peripherals and data);
 - Furs;
 - Guns (and associated equipment);
 - Hearing aids;
 - Motor vehicles, mechanically propelled or assisted vehicles; (including accessories such as satellite navigation systems or music systems)
 - Musical Instruments;
 - Personal media or audio equipment (including MP3/ CD players) and any associated peripherals;
 - Media or Data including CDs/DVDs;
 - Photographic equipment (including cameras, video cameras; and camcorders);
 - Pictures or works of art'
 - Sports equipment, including but not limited to:
 - diving equipment;
 - fishing tackle;
 - pedal cycles and equipment;
 - surfing equipment;
 - water sports equipment;
 - winter sports equipment;
 - Telephones of any kind (including their associated equipment);
 - Water craft or marine equipment.
- **Market value** - the cost of replacing your Motorhome 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.



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- **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 motorhome we are insuring and the cover which applies. To be read in conjunction with the Schedule of Endorsements.
 - **Schedule of endorsements** – the document showing endorsements that apply. To be read in conjunction with the policy schedule.
 - **Storage** – Your motorhome will be considered to be stored or in storage when it is not in use for the purposes of travel or other day to day activity.
 - **Trailer** – Any one trailer and used in connection with your motorhome other than:
 - a mechanically propelled vehicle whether it can be driven or not;
 - a horsebox trailer;
 - a caravan.
 - **United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
 - **We, us** - ERS.
 - **You** - the person named as ‘the insured’ on the schedule, or as ‘the policyholder’ on any certificate of motor insurance or renewal notice applying to this insurance.
 - **Your Motorhome, the insured Motorhome** - any motor vehicle shown on the schedule or described in the current certificate of motor insurance. This includes any roof vent, video equipment, television and radio equipment, security devices, electrical navigation equipment and accessories (as declared within the overall value of the vehicle) which have been supplied and permanently installed inside your vehicle by your vehicle manufacturer, or which have subsequently been permanently installed inside your vehicle by a specialist convertor or supplier.



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 5992

- 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.
- If your claim is due to theft, attempted theft, malicious damage or vandalism, you should also notify the Police and obtain a crime reference number.

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 Motorhome

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

We'll assist you by providing an expert claim handler to manage your claim for you.

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

Keeping your Motorhome safe

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

Your insurance won't cover loss of your motorhome 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 (or any form of keyless entry / ignition control device), in or on it; or
- It was left with the windows, roof panel or the roof of a convertible vehicle open (if your motorhome 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 motorhome

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	Accidental Damage & Third party Only	Third party Fire & Theft	Fire & Theft	Third Party Only
Section 1 - Liability to others	✓	✗	✓	✓	✗	✓
Section 2 - Loss of or damage to your motorhome*	✓	✓	✓	✓	✓	✗
Accidental damage -----	✓	✓	✓	✗	✗	✗
Malicious damage -----	✓	✓	✓	✗	✗	✗
Fire -----	✓	✓	✗	✓	✓	✗
Flood -----	✓	✓	✓	✗	✗	✗
Theft -----	✓	✓	✗	✓	✓	✗
Vandalism -----	✓	✓	✓	✗	✗	✗
Windscreen -----	✓	✗	✗	✗	✗	✗
Section 3 - Medical expenses	✓	✗	✗	✗	✗	✗
Section 4 - Personal accident	✓	✗	✗	✗	✗	✗
Section 5 - Personal belongings	✓	✗	✗	✗	✗	✗
Section 6 - Loss of keys and replacing locks	✓	✗	✗	✗	✗	✗
Section 7 - Child Seat	✓	✗	✗	✗	✗	✗
Section 8 - 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 motorhome

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

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

The most we will pay for property damage is £20,000,000 for any claim or claims arising out of one incident.

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

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

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 motorhome

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

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

Business use

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



Legal costs

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

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

The most we will pay for legal costs is £35,000 for any claim or claims arising out of one incident.

Emergency medical treatment

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

This cover only applies in the United Kingdom and where we must provide it under the Road Traffic Acts.

Towing

Under this section we will insure you while any motorhome 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 motorhome 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 property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.
3. Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws.
4. Any legal responsibility, unless we need to provide the minimum insurance required by the Road Traffic Act, for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event.

This exception:

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

includes contamination or pollution of any building or other structure, water, land or the air.

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

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



Section 2 – Loss of or damage to your Motorhome

This cover only applies to your Motorhome

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

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

For a claim under this section we will, at our absolute discretion, either:

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

The most we will pay will be either:

- the UK mainland market value of your motorhome as determined by us, immediately before the loss; up to the value shown on your schedule; or
- the cost of repairing your motorhome;

whichever is less.

We will not pay the cost of any repair or replacement which improves your motorhome or accessories to a better condition than they were in before the loss or damage. If this happens, you must make a contribution towards the cost of repair or replacement.

We will not pay the VAT element of any claim if you are registered for VAT.

Excesses

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

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

Windscreen damage (comprehensive cover only)

You may claim for damage to your motorhome's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen. The helpline number is 0345 602 3378.

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

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

- If your windscreen is replaced by our approved supplier, you must pay the first £75 of any claim.
- If your windscreen is repaired by our approved supplier, you must pay the first £10 of any claim.
- If your windscreen is repaired or replaced by any other company, you must pay the first £125 of any claim.

If the only claim you make is for broken glass in your motorhome's windscreen or windows, including bodywork scratched by the breakage, it will not affect your no claim bonus.

Extra excesses for young or inexperienced drivers

If your motorhome 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 redelivery

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

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

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

Repairs

If your motorhome is damaged in any way covered by this insurance, contact us immediately for advice and help about repairs.

Where your motorhome does not exceed 3.5 tonne GVW, (and subject to using our approved repairer for the repair of your motorhome), our approved repairer, will, upon request and subject to availability, supply you with a courtesy car for the duration of the vehicle repair or until your policy expires, whichever is the sooner.

If your motorhome 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 motorhome should retain for our inspection: a fully costed estimate, all damaged parts and images of the damaged areas of the insured motorhome.

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

We may arrange for your motorhome 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 motorhome.

Total Loss

When deciding whether your motorhome is a total loss, we use the Association of British Insurers (ABI) Code of Practice for the Disposal of Motor Vehicle Salvage.

We alone will determine:

- when an insured motorhome is deemed a total loss;
- the market value of the insured motorhome; and where applicable;
- any salvage value of that insured motorhome.

In the event that we deem your motorhome a total loss, due to it being uneconomical to repair or subject to an unrecovered theft, we will, unless you qualify for a new motorhome replacement benefit offer an amount in settlement of the claim.

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

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

If your insurance covers more than one motorhome, cover will remain in force for any motorhomes that have not been declared a total loss.

If the insured motorhome is owned by someone else, we will discuss the valuation and payments directly with the motorhome owner rather than with you.

When we determine the value of the insured motorhome, we will take into account any discount on the manufacturer's recommended retail price received at the point of purchase.

Our offer will not exceed the amount shown on schedule.

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

Vehicles subject to a finance agreement

If the market value we place upon the insured motorhome is equal to or greater than the amount owed to the finance company:

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



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

We will pay the finance company the market value of the insured motorhome. You may be required by the finance company to pay them the balance, subject to the terms of your agreement with them.

Vehicles subject to a lease / hire agreement – No legal right to title

If the market value we place upon the insured motorhome greater than the amount owed to the lease / hire company, we will pay them only the amount of the outstanding finance, which will settle the claim in full.

If the market value we place upon the insured motorhome is less than the amount owed, the amount we pay to the lease / hire company will settle the claim, and you may be required by the lease / hire company to pay them the balance, subject to the terms of your agreement with them.

Vehicles subject to a lease / hire agreement – Legal right to title or proceeds of sale

We will pay the lease / hire company the market value of the motorhome, which will settle the claim in full. Any transfer of legal title or distribution of the proceeds of the motorhome should be taken up directly with the lease / hire company in line with the specific terms of your agreement.

Salvage

Where applicable, your motorhome will have a salvage category placed upon it, in line with the ABI Code of Practice.

Only motorhomes deemed eligible to go back on the road can be considered for retention. If retention is granted, the value of the salvage, as determined by us, will be deducted from the settlement.

At the point of payment the motorhome will become our property unless we agree otherwise.

If your motorhome has been subject to an insurance write off (total loss), you must be able to evidence the motorhome has been restored to a roadworthy condition.

In the event of the insured motorhome being subject to another claim, we will require documentary evidence of repairs and other documentation as we may require, to evidence, and to satisfy us, that the insured motorhome has been maintained in a roadworthy condition, otherwise the valuation will be affected.

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

New motorhome replacement

We will replace your motorhome with a new one of the same make, model and specification (if one is available) if your motorhome is less than one year old from the date of you 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 (including taxes); or

it is lost by theft or is stolen and not recovered.

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

We will only provide this benefit if you ask for it and anyone who has a financial interest in the motorhome agrees.

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 motorhome when it was originally made.

We will pay up to £500 for any permanently fitted equipment that was not part of your motorhome when it was originally made.

When your Motorhome is being serviced

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



Exceptions to section 2

This section of your insurance does not cover the following.

1. The amount of any excess shown on your schedule.
2. Any amount as compensation for you not being able to use your motorhome (including the cost of hiring another motorhome).
3. Wear and tear.
4. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
5. Your motorhome's value reducing, including loss of value as a result of damage, whether the damage is repaired or not.
6. Repairs or replacements which improve the condition of your motorhome.
7. Damage to tyres, unless caused by an accident to your motorhome.
8. Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the motorhome manufacturer's instructions.
9. Loss of or damage to accessories unless they are permanently attached to your motorhome.
10. Any amount over the last-known list price of any part or accessory or the cost of fitting any part or accessory if the motorhome manufacturer or its agent cannot supply it from stock held in the United Kingdom.
11. Loss of or damage to your motorhome as a result of deception.
12. Loss resulting from repossessing your motorhome and returning it to its rightful owner.
13. Loss of or damage to your motorhome 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 (or any form of keyless entry / ignition control device), in it or on it
 - it has been left with the windows or roof panel or skylight open; oryou have not taken reasonable precautions to protect it.
14. Loss of or damage to your motorhome resulting from a member of your immediate family, or a person living in your home, taking your motorhome without your permission, unless that person is convicted of theft.
15. Loss of or damage to any vehicle which you are driving or using that does not belong to you, is not being bought by you under a hire-purchase agreement or is leased to you (unless that vehicle is shown on your schedule).
16. Loss of fuel.
17. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.
18. Loss of food and drink.
19. Loss or damage caused by domestic animals, insects, vermin, fungus, damp, rust, wet rot, dry rot or frost.
20. Loss or damage caused by water gradually entering your motorhome through seams or seals.
21. Loss or damage during the months of October, November, December, January, February, March and April if you do not drain your motorhomes' water systems and internal sanitary systems when in storage.



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- 23.** Loss of or damage to external television, radio and satellite fittings and masts.
 - 24.** Loss or damage resulting from fire or explosion in connection with the on board domestic gas supply to privately converted motorhomes where the supply is not fitted or serviced in accordance with the Gas Safety (Installation & use) Regulations.
 - 25.** The cost of replacing any undamaged item or part of any item solely because it forms part of a set or suite or is one of a number of items of similar nature, colour or design.
 - 26.** Theft of accessories or equipment or personal possessions when the motorhome is unoccupied unless there has been violent or forcible entry.
 - 27.** Loss or damage to any portable satellite navigation equipment when your motorhome is unattended unless the satellite navigation equipment is stored out of sight in a locked compartment.
 - 28.** Any living creature including pets, livestock and associated equipment.
 - 29.** Loss or damage arising from the use of portable heaters with a naked flame.



Section 3 – 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 motorhome as a result of an accident involving your motorhome.

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

Section 4 – Personal accident benefits

We will pay the following amounts if you or your husband, wife or civil partner is involved in an accident and within three months of that accident it is the only cause of death or injury.

■ Death	£7,000
■ Loss of any limb	£5,000
■ Permanent loss of sight in one or both eyes	£5,000

The most we will pay in any period of insurance is £7,000.

To get a payment, the injury or death must:

- be directly connected with an accident involving your motorhome; or
- have happened when you or your husband, wife or civil partner were travelling in, or getting into or out of, any other private motor vehicle.

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

If you or your husband, wife or civil partner have any other insurance with us, we will only pay out under one contract.

This personal accident benefit does not apply to:

- anyone who is 70 or older at the time of the accident;
- death or bodily injury caused by suicide or attempted suicide; or
- any incident unless the insurance is in an individual's name.

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

Section 5 – Personal belongings

We will pay up to £1,000 for awnings, gas cylinders and generators, and up to £2,000 for personal belongings, linen, cutlery, utensils, furnishings, clothing and other camping equipment used in connection with your motorhome, if they are lost or damaged because of an accident, fire, theft or attempted theft involving your motorhome.

This benefit also applies to your spouse, civil partner and children if they own the property that is lost or damaged.

You must pay the first £25 of each and every claim under this benefit and the most we will pay in any one period of insurance is £3,000.

This cover does not apply to:

- any portable generator unless it is actively being used in connection with your motorhome or;
- any high risk item (See Definitions for listed items);
- loss or damage while your motorhome is unoccupied unless all doors, windows, roof panels and skylights have been securely closed and locked;
- wear and tear.

Section 6 – Loss of keys and replacing locks

We will pay up to £500 if the keys for your motorhome 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 motorhome 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 and it will not affect your no claim bonus.



Section 7 – Child seats

We will pay up to £150 to replace a child seat or child booster seat that was in your motorhome at the time of an accident or theft covered under section 2 of this policy. We will provide this cover even if there is no visible damage to the seat.

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

Section 8 – Foreign use

We will provide the minimum insurance needed by the relevant law to allow you to use your motorhome:

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

We will provide the cover shown on your schedule when you visit any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein). There is no limit on the number of trips you make in any period of insurance but each trip must be for no more than 180 days.

This cover only applies if your visit to these countries is temporary and your permanent home is in the United Kingdom.

Extra cover

If you want to travel to any other country, or want to extend the 180-day limit on any one trip, you must contact your broker. If we agree to extend your cover, and you pay any extra premium that we ask for; we will extend your insurance to apply in any country for which we have agreed to provide cover.

Customs duty and other charges

If your motorhome suffers any loss or damage covered by this insurance, and your motorhome is in any country for which we have agreed to provide cover, we will:

- refund any customs duty you have to pay after temporarily importing your motorhome into any of the countries where you have cover;
- refund any general average contributions and salvage charges you may have to pay while your motorhome is being transported by a recognised sea route; and
- pay the cost of delivering your motorhome to you at your address in the United Kingdom after the repairs have been made if your motorhome cannot be driven because of any loss or damage.



General terms

- *Extra matters to bear in mind*

No claim bonus

For each claim during a single period of insurance, the No Claims Bonus available at renewal will be reduced in accordance with our current step-back procedure scale.

If more than one vehicle is covered by this insurance, we will assess the no claim bonus as if each vehicle was insured separately.

Providing there have been no prejudicial claim(s) in the current period of insurance; we will give you a further years no claim bonus discount, as long as the insurance has been in force for 12 consecutive months.

The price of your insurance policy may increase following an accident even if you were not at fault.

You cannot transfer your no claim bonus to another person.

If your policy includes Protected No Claims Bonus, this will be shown on your schedule.

Note: *The No Claims Bonus scale, 'step-back' rules and any Protected No Claims Bonus requirements are contained in the documentation you received when purchasing this insurance.*

Changing or adding a motorhome to this insurance

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

Emergency medical treatment

Any payments we make for emergency medical treatment will not affect your no claim bonus.

Payments for journeys (car sharing)

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

- your motorhome 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

These general exceptions apply to the whole insurance.

Your insurance does not cover you for:

Drivers and Use

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

- used for a purpose for which your motorhome is not insured;
- driven by or is in the charge of anyone (including you) who is not mentioned on the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
- driven by or is in the charge of anyone (including you) who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence to drive your motorhome, does not keep to the conditions of their driving licence or is prevented by law from having a licence (unless they do not need a licence by law);
- used on any race track, race circuit or toll road without a speed limit (such as the Nurburgring);
- used for racing or pacemaking, used in any contest (apart from treasure hunts, road safety and non-competitive rallies); or speed trial or is involved in any rigorous reliability testing.

Construction and Use

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

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

Airfields

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

Hazardous Goods

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from carrying any dangerous substances or goods for which you need a licence from the relevant authority (unless we need to provide cover to meet the minimum insurance needed by law).

Criminal Acts

Any legal responsibility for loss or damage (direct or indirect) caused whilst your motorhome is used by anyone insured under this insurance:

- in the course or furtherance of a crime; or
- as a means of escape from, or avoidance of lawful apprehension.

Deliberate Acts

Any legal responsibility for the death of or injury to any person or loss or damage (direct or indirect) caused by a deliberate act or omission to act by anyone insured under this insurance.

Excess

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

Other Contracts

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

- is also covered by any other insurance; or
- you have accepted under an agreement or contract unless you would have had that responsibility anyway.
- happens outside the United Kingdom, other than where we have agreed to provide cover. (Please refer to the Foreign Use section of this policy document).



Jurisdiction

Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your motorhome being used in a foreign country which we have agreed to extend this insurance to cover.

Earthquake, Riot War and Terrorism

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- an earthquake;
- the result of war, riot, civil commotion, revolution or any similar event 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);
- acts of terrorism, as defined in the UK Terrorism Act 2000, unless we need to provide the minimum insurance required by the Road Traffic Act.

Nuclear/Radioactive Contamination

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment;

Sonic Bangs

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from pressure waves caused by aircraft or other flying objects.



General conditions

What we expect for your cover to be valid

Your responsibilities

Your premium is based on the information you gave at the start of the insurance and when it is renewed.

You are responsible for the information you or your appointed representative has provided to us. You should ensure that the information provided is, as far as you know, correct and complete.

If you have failed to give us complete and accurate information, this could lead to us changing the terms of your policy, refusing your claim or the insurance not being valid.

You must, if requested, provide us with all relevant information and documentation in relation to this insurance.

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

- take all reasonable steps to protect your motorhome from loss or damage;
- maintain your motorhome in a roadworthy condition: and,
- let us examine your motorhome at any reasonable time.

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 motorhome if these make your motorhome different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.

- A change of job, including any part-time work by you or other drivers, a change in the type of business or having no work.
- A change in the purpose for which you use your motorhome.
- A new main user of your motorhome.
- 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, disqualification or fixed-penalty motoring offence of any person allowed to drive or of any prosecution pending (where a case is being investigated but there is no conviction yet) for any motor offence.
- 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.
- Details of any accident or loss (whether or not you make a claim) involving your motorhome or that happens while you (or anyone who is entitled to drive under this insurance) are driving anyone else's vehicle.
- 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.

Claim notification

After any loss, damage or accident you must give us full details of the incident as soon as possible.

You must send every communication about a claim (including any writ or summons) to us without delay and unanswered. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must give us any information, documentation and help we need to help us deal with your claim. We will only ask for this if it is relevant to your claim.

You are required to notify us of a claim within 72 hours of its occurrence. If you fail to do this, or otherwise prejudice our position, we reserve the right to seek recovery of any additional costs incurred due to your action or failure to act.



Claim requirements – rights and obligations

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

If there are a number of claims for property damage arising out of any one cause, we may pay you up to the maximum amount due under section 1. (We will take from this amount any amounts we have already paid as compensation.) When we pay this amount, we will withdraw from any further action connected with settling these claims. We will cover any legal costs and expenses paid with our permission, up to the time we withdraw from dealing with the claims.

You must not admit to, negotiate on or refuse any claim unless you have our permission.

We can:

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

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

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

If we refuse to provide cover because you have failed to provide information or provided incorrect information, but we have a legal responsibility to pay a claim under the Road Traffic 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.

If you fail to provide all requested information, documentation and evidence of claim damage, we reserve the right not to pay for damages under Section 2 of this policy document.

Compulsory Insurance laws

If, 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.

Arbitration

If we accept your claim, but disagree with the claim amount, the matter will be passed to an independent arbitrator (to whom we must both agree). When this happens, the arbitrator must make a decision before you can start proceedings against us.

Cancellation

“14 Days Cooling off Period”

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

We will make a charge equal to the period of cover you have had but this will be subject to a minimum amount of £25 (plus insurance premium tax (IPT) where applicable), except where an incident has occurred which may give or has given rise to a total loss claim, in which case the full annual premium will be payable to us.

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

Outside “14 Days Cooling Off Period”

If no claims have been made during the current period of insurance, we will refund the proportional (pro-rata) amount of the premium which applies to the remaining period of insurance, less a premium charge of £25 (subject to insurance premium tax (IPT) where applicable).

Refunds will be passed to your broker.

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

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

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

Your insurance may be cancelled because

- you have not paid when due, a premium on an instalment plan;
- you or anyone else covered by this insurance has not met the terms and conditions of the insurance;



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- you have not provided documentation requested by us or your broker (such as a copy of your driving licence or evidence of no claim bonus);
 - 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, non-disclosure, 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.



Complaints

- How to make a complaint if things go wrong

Our promise to you

We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, the complaints procedure is as follows.

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive. 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, One Lime Street,
London
EC3M 7HA
Tel: 020 7327 5693.
Email: complaints@lloyds.com
Website: 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
Website: 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,
52-54 Leadenhall Street,
London EC3A 2BJ.



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 DVLNI, 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.

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 motorhome seized by the police. 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 Insurance Database Services Limited (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 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,
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

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:
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 5992

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

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



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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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.

IN THE EVENT OF AN ACCIDENT

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 5992

Windscreen helpline: 0345 602 3378

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