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## ABOUT THIS DOCUMENT

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

### INSURER

ERS (Syndicate 218 at Lloyd's) is managed by ERS Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Registered number 204851).

### LANGUAGE AND LAW APPLYING TO THE INSURANCE

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

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

If you are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man at the start of the contract, the law of that area of jurisdiction will apply.

### TYPE OF INSURANCE AND COVER

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

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

#### COMPREHENSIVE - COMP

Section 1 - Liability to others, Section 2 - Loss of or damage to your vehicle, Section 3 - Foreign use and Section 4 - Loss of keys and replacing locks.

#### THIRD PARTY, FIRE AND THEFT - TPFT

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

#### THIRD PARTY ONLY - TPO

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

## SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS (BY SECTION)

### SECTION 1

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

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

Under the sub section "Legal costs", the most we will pay for legal costs is £35,000 for any claim or claims arising out of one incident.

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

### SECTION 2

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

There is a £1,000 limit for permanently fitted audio, visual, communication, guidance or tracking equipment (including taxi meters and two way radios) that did not form part of your vehicle when it was originally made.

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

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

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

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

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

#### SECTION 3

Cover is restricted to the minimum required by law and only applies in the European Union, Andorra, Iceland, Norway, Serbia and Switzerland (including Liechtenstein).

#### SECTION 4

We will pay up to £500 if the keys for your vehicle are lost or stolen and have not been recovered. This cover only applies if the address where the vehicle is kept would be known to any person that has your keys or lock transponder and you let the police know about the loss as soon as it is discovered.

#### GENERAL EXCEPTIONS

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

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

#### PERIOD OF INSURANCE

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

#### CANCELLATION

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

#### Your right to change your mind

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

#### HOW TO CLAIM

If a claim or possible claim occurs you must report it to us as soon as possible. Call our 24-hour helpline on 0330 123 5991.

#### PREVENTING AND DETECTING FRAUD AND CLAIMS HISTORY

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

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

#### DISCLOSURE OF INFORMATION

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

#### COMPLAINTS

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

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive. The address is:

ERS Governance Affairs  
PO Box 3937  
Swindon SN4 4GW.  
Tel: 0345 268 0279  
Email: [complaints@ers.com](mailto:complaints@ers.com)

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

Complaints, Lloyd's, One Lime Street,  
London  
EC3M 7HA  
Tel: 020 7327 5693.  
Email: [complaints@lloyds.com](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk)

This does not affect your right to take legal action.

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

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#### **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

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

#### **ADDITIONAL BENEFITS**

##### **WINDSCREEN DAMAGE**

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

The following excesses apply to any claim for windscreen damage:

If your windscreen is replaced by the windscreen company that we recommend, you must pay the first £75 of any claim.

If your windscreen is repaired by the windscreen company that we recommend, 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.

Call our 24-hour helpline on 0345 602 3378.

#### **MOTOR BREAKDOWN**

##### **UK BREAKDOWN**

Cover applies in the mainland of England, Scotland, Wales and Northern Ireland.

##### **Roadside assistance**

We will arrange assistance at the scene of the breakdown, and will arrange and pay for call-out fees and labour charges needed to start your vehicle.

##### **Recovery**

If the vehicle cannot be repaired quickly at the scene of the breakdown, we will arrange and pay the reasonable cost of taking the vehicle, you and up to 16 passengers from the place where the vehicle has broken down to any one place you choose.

##### **Home breakdowns**

If the vehicle breaks down at your home or within one mile of your home, we will arrange help and pay call-out fees and labour charges needed to start the vehicle. If the vehicle cannot be repaired quickly at the scene of the breakdown, we will pay the reasonable cost of taking the vehicle to the nearest available garage.

##### **EUROPEAN BREAKDOWN**

Cover is only provided for breakdowns occurring in Austria, Andorra, Belgium, Czech Republic, Denmark, France, Germany, Greece, Republic of Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Slovak Republic, Spain, Sweden or Switzerland.

We will pay up to £175 to arrange immediate emergency roadside help following a breakdown.

If the vehicle is out of use for more than 12 hours as a result of a breakdown or due to death, serious injury or serious illness of the only available driver, we will refund the following costs and expenses - as long as they are a direct result of the breakdown or illness and are paid immediately after the breakdown.

- The cost of taking the vehicle to the nearest garage or railway.
- Freight costs to get any replacement part which is not available locally.

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The cost of one of the following.

- Hiring one replacement vehicle - up to £70 per day and £750 in total.
- Hiring one chauffeur if the only available driver in your party is seriously ill - up to £100 per day and £500 in total.
- Second-class rail fares so that you and your party can finish your journey or return home - up to £750 in total.
- Extra hotel accommodation costs for you and each member of your party - up to £25 for each person each day during the journey to and from the holiday location up to £400 in total. (We will not pay any amount for meals or drinks.)

The cost of taking the vehicle to your home if it cannot be repaired before your planned return date and the costs you have to pay to travel from your home or holiday location to the scene of the breakdown to collect the vehicle after it is repaired. (We will not pay more than economy-class airfare plus other minor expenses of no more than £50.)

#### EXCLUSIONS APPLYING TO UK BREAKDOWN AND MOTORING ASSISTANCE IN EUROPE

- The cost of any ferry fares or toll fees is not covered.
- The cost of any parts, components or materials used to repair the vehicle is not covered.
- Service cannot be provided if the vehicle is off road or cannot be reached due to snow, mud, sand or flood.
- The vehicle must not knowingly be driven in an unsafe or unroadworthy condition or until recommended repairs have been carried out.