

**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) SME Protect insurance cover.

**SECTIONS APPLICABLE BY COVER**

Cover	Comp	TPFT	TPO
<b>Section 1</b>	✓	✓	✓
<b>Section 2</b>	✓	✓	✗
Accidental / Malicious Damage	✓	✗	✗
Fire / Flood / Theft / Vandalism / Windscreen	✓	✓	✗
<b>Section 3</b>	✓	✓	✗
<b>Section 4</b>	✓	✓	✓
<b>Section 5</b>	✓	✓	✓
<b>Section 6</b>	✓	✗	✗
<b>Section 7</b>	✓	✗	✗
<b>Section 8</b>	✓	✗	✗
<b>Section 9</b>	✓	✓	✓

**SPECIFIC FEATURES, BENEFITS AND SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS (BY SECTION)**

**SECTION 1 - LIABILITY TO OTHERS**

The most we will pay for third party property damage is:

- Private Cars £20,000,000
- All other vehicle types (including private cars used for hire purposes) £5,000,000
- Any vehicle carrying hazardous goods £1,200,000
- Liability arising from an act of terrorism £1,200,000

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.

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 - LOSS OF OR DAMAGE TO YOUR VEHICLE**

You must pay an amount towards any claim that you may make under section 2 of the insurance. This amount is called the ‘excess’. More than one excess may apply to a claim, but details of all excesses, including windscreen, will be shown in section 2 of the insurance or in the policy schedule.

We will pay up to £500 for audio, visual, communication, guidance or tracking equipment that was not part of the vehicle when it was originally manufactured.

The cover extends to include a new vehicle replacement benefit in respect of a car or commercial vehicle with a gross vehicle weight of 7.5 tonnes or less, where the vehicle is less than one year old from buying it new and where any loss or damage to your insured vehicle will cost more than 50% of the manufacturer’s Recommended Retail Price of the vehicle to repair.

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 open, left with the roof panel or the roof of a convertible vehicle open or reasonable precautions have not been taken to protect it.

If your vehicle is damaged while a young or inexperienced driver (including you) is driving you will have to pay the following excesses (on top of the other amount that you must pay).

- |   |      |
|---|------|
| ■ Under 21 years of age.  | £300 |
| ■ Aged 21 to 24 years of age.   | £200 |
| ■ 25 or over but who have not held a full EU driving licence for 12 months or more. | £200 |

#### **SECTION 3 - LOSS OF KEYS AND LOCK REPLACEMENT**

We will pay up to £1,000 for the loss of keys and lock replacement.

This benefit only applies if you let the police know about the loss as soon as it is discovered and the identity or garaging address of the vehicle would be known to any person who is in possession of your keys or lock transponder.

#### **SECTION 4 - UNAUTHORISED USE**

If an employee uses a vehicle without your authority, we will provide cover for the vehicle but will not provide indemnity for the employee.

#### **SECTION 5 - UNLICENSED DRIVERS**

We will provide cover for an unlicensed driver to drive a vehicle, provided a licence is not required by law. If a licence is required by law, we will only provide cover if the driver is old enough to obtain a licence for the vehicle.

#### **SECTION 6 - MEDICAL EXPENSES**

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

#### **SECTION 7 - PERSONAL BELONGINGS**

There is a £250 limit on personal belongings. This benefit does not apply to money, goods or samples connected with your business, property insured under any other contract or property that was not protected.

#### **SECTION 8 - PERSONAL ACCIDENT**

Personal accident benefits are only given to the driver of an insured vehicle and are restricted to accidents resulting from travelling in, or getting into or out of the vehicle. We will pay up to £10,000 for death, the loss of any limb or permanent blindness in one or both eyes. The most we will pay in any one accident is £10,000.

We will not pay any amount for death or injury arising from suicide, attempted suicide, a person not wearing a seatbelt (where they need to by law), or if a person is convicted of driving whilst under the influence of drink or drugs at the time of the accident.

#### **SECTION 9 - FOREIGN USE**

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

This cover only applies to private cars and commercial vehicles.

#### **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.

#### **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. If the claim is for a windscreen replacement or repair, call 0345 602 3378.

#### **PREVENTING AND DETECTING FRAUD AND CLAIMS HISTORY**

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

Further details explaining how the information held by fraud prevention agencies 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.

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

Tel: 020 7327 5693.

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

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

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

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

Tel: 0800 023 4567.

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

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

This does not affect your right to take legal action.

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

If you have any questions, about complaints please contact the Company Secretary at:

ERS Insurance Group Limited,  
52-54 Leadenhall Street,  
London EC3A 2BJ.

## 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).