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 too.

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 too.

The law of England and Wales will apply to this contract unless:
You and us 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 principle place of business is in) the Channel Islands, in which case the law of that country will apply.

Our agreement – your Insurance

This document is a legally-binding contract of insurance between you (the insured) and us (ERS). 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. The contract is based on the information you provided in your signed proposal form or statement of fact. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium.

Signed for and on behalf of ERS

Mark Bacon
Active Underwriter
What to do if you have an accident

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. 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 – 0845 609 1235

- 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 – 0845 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:

- You left it unlocked
- You left the keys in it
- You left it with the windows or roof panel open, or the roof open if it is a convertible vehicle
- You haven’t taken reasonable precautions 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.
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.

- **Comprehensive** - all sections apply.
- **Third Party, Fire and Theft** – sections 1, 2 (except accidental or malicious damage and vandalism), 3, 4, 5, 9 and 10 apply
- **Third Party Only** - sections 1, 4, 5, 9 and 10 apply.
- **Fire and theft (shown as FT)** - only section 2 (except accidental or malicious damage, flood damage or vandalism) applies. You can only have this cover if your vehicle is declared SORN (officially off the road) with the DVLA and is not being used.
- **Accidental Damage Fire and Theft** - only section 2 applies.

The general terms, conditions and exceptions apply to all sections of the insurance.
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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.

We will pay up to the amount(s) shown on the schedule for any claim or series of claims for property damage arising out of one accident.

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 that you enter into to carry out work. If you ask, we will insure an agent or subcontractor as long as they meet the terms and conditions of this insurance.

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

Duty of care – driving at work, legal costs
If we agree in writing, we will pay up to £1,000,000 towards the cost of any prosecution awarded against you arising from any health-and-safety 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 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
We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

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

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. Any legal responsibility while your vehicle is being used in or on restricted areas of airports or airfields. We will not pay any claim which involves an aircraft within the boundary of the airport or airfield.

5. Any legal responsibility arising directly or indirectly from 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.

6. 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.

7. 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;
- 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.
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 immediately before the loss (including its accessories and spare parts) up to the value shown in the schedule; 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

You will be liable to pay the excess amount shown on the schedule for each vehicle sustaining loss or damage arising from any claim covered by this policy; any additional excess for a young or inexperienced driver will also be shown on the schedule.

Should more than one vehicle be involved in the same incident the excess shown on the schedule shall apply to each vehicle separately.

Recovery and re-delivery

Following any claim under this section we will pay the cost of removing 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 covered by this insurance, contact us immediately for advice and help about repairs.

If your vehicle cannot be driven safely, you may authorise reasonable and necessary repairs without previously getting our permission, as long as you tell us immediately.

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. 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.

You will not receive a refund of your premium if your insurance ends due to the total loss of your vehicle. If
SECTION 2 — LOSS OF OR DAMAGE TO YOUR VEHICLE

you pay your premium under the ERS instalment plan, we will take the amount you owe for the year’s premium from the claim payment.

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 3.5 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 car 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 car agrees.

**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 0845 602 3378.

A repair or 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.

**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).

**Audio, visual, communication, guidance or tracking equipment**

The cover provided by this policy extends to include damage to or loss of permanently fitted audio, visual, communication, guidance or tracking equipment that formed an integral part of the vehicle when it was originally manufactured.

If it was not part of the vehicle when it was originally manufactured we will only pay up to the amount shown on the schedule.

**Trailer Cover – (only applies to commercial vehicles)**

If your vehicle is articulated or a rigid body vehicle, we will also insure any semi-trailer or draw bar trailer against loss or damage, while it is attached to the vehicle or temporarily detached during the course of a journey.

If the combined value of the power unit and semi-trailer or draw bar trailer, is greater than the last total value of the vehicle you told us and which we have accepted, we will only pay the value shown in the schedule.
Exceptions to section 2

This section of your insurance does not cover the following.

1. An 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;
   - 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.
Section 3 — Loss of keys and replacing locks

We will pay up to £1,000 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 any excess for any claim under this section and it will not affect your no claims bonus.

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 £100 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 the amount shown in the schedule 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;
- 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 that £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 private cars and commercial vehicles.

In respect of any other countries or vehicles 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 which we have agreed to provide cover for, 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.
- If your vehicle cannot be driven because of any loss or damage, we will pay the cost of delivering the vehicle to you at your address after the repairs have been made.
- Refund any general average contributions, salvage charges and sue and labour charges incurred during transit of your vehicle.

Section 10 — 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:

- the vehicle cannot carry more than 8 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 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 anyone (including you) who is disqualified from driving, does not hold a valid driving licence in line with the current law or has never held a licence to drive your vehicle, 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);
   - driven by anyone who is contravening local authority licencing regulations in respect of public hire or private hire vehicles.
   - used on any race track or circuit including the Nurburgring);
   - used to carry any load which is more than it was constructed to carry and more than the specified maximum capacity.

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.

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 occurring in Northern Ireland or outside the United Kingdom, (except where we need to provide cover to meet the minimum insurance required 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 plant or any part of it;
   - 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 has 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 and help that we may ask for.

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 an efficient and roadworthy condition. You must let us examine your vehicle at any reasonable time.

7. You must supply the details we need of any vehicles covered by this insurance for the purposes of the Motor Insurance Database (MID).

8. 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 cooperate with us on any matter which affects this insurance.

9. 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.

10. 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.

11. 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.
12. You may cancel this insurance at any time by telling us in writing and sending back your certificate of motor insurance and the schedule. We will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below) to the date we receive your certificate. We will then refund any amount we owe to your broker subject to the premium having been paid.

<table>
<thead>
<tr>
<th>Period you have had cover for</th>
<th>Percentage of annual premium covering that period</th>
<th>Percentage of refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1 week</td>
<td>15%</td>
<td>85%</td>
</tr>
<tr>
<td>8 days to 1 month</td>
<td>25%</td>
<td>75%</td>
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<tr>
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<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td>up to 8 months</td>
<td>90%</td>
<td>10%</td>
</tr>
<tr>
<td>over 8 months</td>
<td>Full annual premium</td>
<td>Nil</td>
</tr>
</tbody>
</table>

13. We or your broker may cancel this insurance by sending seven days’ notice, in writing, to your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). 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 a premium on an instalment plan;
- you or anyone else covered by this insurance has not met the terms and conditions of the insurance;
- 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.

14. Should we refuse indemnity in respect of an accident due to any omission, misstatement or non-disclosure, but have a liability to pay a claim under the Road Traffic Act, then we will reserve the right to settle such claims or judgments, without prejudice to our position under this policy, and seek reimbursement of all payments we make from you.
Important notice

- **What to do if your circumstances change**

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 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 which you use your vehicle for.
- A new main user of your vehicle.
- Details of any driver you have not told us about before, or who is excluded by the certificate of motor insurance or 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 vehicle or that happens while you are driving anyone else’s vehicle.
- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether the driving licence has been restricted or not.
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: 0845 268 0279 Email: complaints@ers.com

If you are not satisfied with our response you may ask the Policyholder & Market Assistance department at Lloyd’s to review your case. The address is Policyholder and Market Assistance, Lloyd’s, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN. 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, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0800 023 4567. Email: complaint.info@financial-ombudsman.org.uk

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 and fewer than ten staff.

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.

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 Prudential Regulation Authority. (Registered number 204851.)

ERS Syndicate Management Limited is registered in England and Wales number 426475. The registered office is Library House, New Road, Brentwood, Essex CM14 4GD.

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 or you can visit their website at www.fscs.org.uk.
Definitions

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

The meaning of key words and terms used in your insurance policy.

- **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** - a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the schedule or a revised schedule.

- **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.

- **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 in the schedule) and any further period we accept your premium for.

- **Road** - any place which is a road for the purpose of any compulsory motor insurance law that operates in the United Kingdom.

- **Schedule** - the document showing the vehicle we are insuring and the cover which applies.

- **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’ in the schedule, or as ‘the policyholder’ in any certificate of motor insurance or renewal notice applying to this insurance.

- **Your vehicle, the insured vehicle** - any vehicle shown in the schedule or described in 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.
  - **Coach** meaning a passenger carrying vehicle with 17 or more passenger seats.
  - **Car** meaning any private car, estate car or utility car.
  - **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.
Data Protection Notice

- How we look after your personal information

This section contains important information about your personal details. For your insurance policy to be valid you must make sure to read this section and accept the terms. 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 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 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 can 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. The next three pages give you all the reasons why we might share your information.

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:

- 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.

Preventing or detecting fraud

We will share information about you with other organisations and public organisations including the police for the purpose of:

- Tracing debtors or beneficiaries;
- Recovering debt;
- Managing your accounts and insurance policies;
- Carrying out fraud searches; and
- Preventing and detecting fraud.

Insurers pass information to the Claims Underwriting and Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.

If you give us false or inaccurate information:

- It may mean your insurance policy or prospective insurance policy is not valid;
- We will pass details to fraud-prevention agencies;
- Law-enforcement agencies may access and use this information; and
- We and other organisations may access and use this information to prevent fraud and money laundering.

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.
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.

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 vehicle seized by the police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

Managing complaints
If you make a complaint about the service we have provided, we may have to pass on details about your complaint, including your personal information, to other people or organisations such as Lloyd’s or the relevant ombudsman.

If you have any questions, or want to receive details of the relevant fraud-prevention agencies, please contact the Company Secretary at ERS Insurance Group Limited, Library House, New Road, Brentwood, Essex CM14 4GD.
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.

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**YOUR ACCIDENT CARD**

Call immediately in the event of an accident

0845 602 3379

Windscreen helpline

0845 602 3378

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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.

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 arranging a replacement “like for like” vehicle for you, but not at cost or inconvenience to you.

To take us up on our offer please contact us on: 0845 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.
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

**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 arranging a replacement "like for like" vehicle for you at no cost or inconvenience to you.

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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 0845 602 3379
Windscreen helpline: 0845 602 3378

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