



Providing
Equity Insurance

Your Policy Document – Number ADLD 1017

Learner Driver



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 vehicle 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 vehicle 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.
- **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.
- **Market value** - the cost of replacing your vehicle with another one of the same make, model and specification and of similar age, mileage and condition at the time of an accident or loss.
- **Period of insurance** - the period of time covered by this insurance (as shown on the schedule) and any further period for which we accept your premium.
- **Road** - any place which is a road for the purpose of any compulsory motor insurance law that operates in the United Kingdom.
- **Schedule / Policy Schedule** - the document showing the vehicle we are insuring and the cover which applies. To be read in conjunction with the Schedule of Endorsements.
- **Schedule of endorsements** – the document showing endorsements that apply. To be read in conjunction with the policy schedule.
- **Trailer** - a trailer, semi-trailer or container used for carrying goods but which cannot be driven itself.
- **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 vehicle, the insured vehicle** - any vehicle shown on the schedule or described on the current certificate of motor insurance (and under section 1 only, an attached caravan or trailer).



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 within 48 hours or you may have to pay an additional excess. 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 – 0344 381 4420

- 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

Please note: Windscreen cover is available only if you have: an annual policy, comprehensive cover and you are the owner and keeper of the vehicle.

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

You can count on us for all this:

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

Repairing your vehicle

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

We'll take care of everything:

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

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

Keeping your vehicle safe

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

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

- It was left unlocked; or
- It was left with the keys (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 vehicle has these); or
- Reasonable precautions were not taken to protect it.



If someone makes a claim against you

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

Don't apologise or admit it was your fault

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

Take photos of:

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

Make a note of:

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



Cover

The insurance cover you have

Your schedule shows you what cover you have. The different types of cover are listed below together with the sections of the policy that apply.

Section Name	Comprehensive	Third party Fire & Theft
Section 1 - Liability to others	✓	✓
Section 2 - Loss of or damage to your vehicle		See applicable cover below
Accidental damage -----	✓	x
Malicious damage -----	✓	x
Fire -----	✓	✓
Flood -----	✓	x
Theft -----	✓	✓
Vandalism -----	✓	x
Section 3 - Windscreen	✓	x
Section 4 - Medical expenses	✓	x
Section 5 - Personal accident	✓	x
Section 6 - Personal belongings	✓	x
Section 7 - Loss of keys and replacing locks	✓	x
Section 8 - Permitted drivers and use of the insured vehicle	✓	✓
Section 9 - After completing your DSA practical driving test	✓	✓

The General Terms, Conditions and Exceptions apply to all sections of the policy.

IMPORTANT: - Please note that if you are not the registered owner and keeper of the insured vehicle, there are sections of this policy that are restricted and DO NOT apply. These sections are clearly noted

Your policy schedule provides details of any special cover, excesses, endorsements and/or exclusions which may apply to your policy.



Section 1 — Liability to others

Driving your vehicle

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

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

The most we will pay for 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.

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 has 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 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.



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 vehicle, or any part of it.

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



Section 2 — Loss of or damage to your vehicle

This cover only applies to your vehicle

We will insure your vehicle 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 vehicle 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 vehicle as determined by us, immediately before the loss; up to the value shown on your schedule; or
- the cost of repairing your 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.

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

If you choose to use a non-approved repairer, you will have to pay an additional excess amount of £250. This is on top of any other excess that you may have to pay.

Recovery and redelivery

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

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

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

Please note: this paragraph DOES NOT apply if you are NOT the registered owner and keeper of the insured vehicle. Where your vehicle does not exceed 3.5 tonne GVW, (and subject to using our approved repairer for the repair of your vehicle), 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 vehicle cannot be driven safely, you should allow us the opportunity of moving it to the premises of an approved repairer or repairer of your choice if previously agreed by us.

If repairs are completed without our prior knowledge and consent this may affect the amount we pay in final settlement of your claim. In all circumstances, any party handling repairs to an insured vehicle should retain for our



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

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

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

Guaranteed Courtesy Car (*Comprehensive cover only*)

If you make a claim under this section and you choose to use our approved repairers, you will be provided with a guaranteed courtesy car for the duration of the repairs or until your policy expires, whichever is sooner.

If your vehicle is classed as immobile (unable to be moved), we aim to provide you with a courtesy car within 24 hours of the claim being reported.

The vehicle provided is intended to keep you mobile and will not necessarily be a like-for-like replacement of your vehicle. You will be provided with either a small, standard private car or small car-derived van.

All courtesy cars are subject to the driver meeting the terms and conditions of hire from the approved repairer.

If your vehicle is a total loss you will not be offered a courtesy car.

Total Loss

When deciding whether your vehicle 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 vehicle is deemed a total loss;
- the market value of the insured vehicle; and where applicable;
- any salvage value of that insured vehicle.

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

The insurance cover for that insured vehicle 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 vehicle.

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

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

When we determine the value of the insured vehicle, 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 vehicle becomes our property unless we agree otherwise.

Vehicles subject to a finance agreement

If the market value we place upon the insured vehicle 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 vehicle.

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

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

Salvage

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

Only vehicles 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 vehicle will become our property unless we agree otherwise.

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

In the event of the insured vehicle 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 vehicle 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 vehicle, all keys and any other relevant documentation before we agree to settle the claim.

New car replacement

Please note: this section DOES NOT apply if you are NOT the registered owner and keeper of the insured vehicle.

We will replace your car with a new one of the same make, model and specification (if one is available) if your car 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 car is not available, we will pay an amount equal to that which was paid when you bought your vehicle or the current manufacturer's Recommended Retail Price

(including taxes), whichever is less. 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.

Audio, visual, communication, guidance or tracking equipment

Please note: this section DOES NOT apply if you are NOT the registered owner and keeper of the insured vehicle.

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

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

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 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 vehicle (including the cost of hiring another vehicle).
3. Wear and tear.
4. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
5. Your vehicle'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 vehicle.
7. Damage to tyres, unless caused by an accident to your vehicle.
8. Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
9. Loss of or damage to accessories unless they are permanently attached to your vehicle.
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 vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom.
11. Loss of or damage to your vehicle as a result of deception.
12. Loss resulting from repossessing your vehicle and returning it to its rightful owner.
13. 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 (or any form of keyless entry / ignition control device), in it or on it;
 - it has been left with the windows, roof panel or the roof of a convertible vehicle open; or
 - you have not taken reasonable precautions to protect it.
14. Loss of or damage to your vehicle resulting from a member of your immediate family, or a person living in your home, taking your vehicle 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 or damage to your vehicle caused by an inappropriate type or grade of fuel being used.
17. Loss of fuel.
18. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.



Section 3 - Windscreen damage (comprehensive cover, annual policies only)

Please note: this section DOES NOT apply if you are NOT the registered owner and keeper of the insured vehicle; or the policy is short period (less than 12 months)

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

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 vehicle's windscreen or windows, including bodywork scratched by the breakage, it will not affect your no claim bonus.

Section 4 — Medical expenses

Please note: this section DOES NOT apply if you are NOT the registered owner and keeper of the insured vehicle.

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

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

Section 5 — Personal accident benefits

Please note: this section DOES NOT apply if you are NOT the registered owner and keeper of the insured vehicle.

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 vehicle; 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 6 — Personal belongings

Please note: this section DOES NOT apply if you are NOT the registered owner and keeper of the insured vehicle.

We will pay up to £100 for personal belongings in or on your vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

This personal belongings cover does not apply to:

- money, stamps, tickets and documents;
- goods or samples connected with the work of any driver or passenger;
- property insured under any other contract;
- child seats or child booster seats;
- wear and tear;
- theft of any property which is in an open or convertible vehicle, unless it is kept in a locked luggage compartment; or
- property that was not reasonably protected.

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

Section 7 — Loss of keys and replacing locks

Please note: this section DOES NOT apply if you are NOT the registered owner and keeper of the insured vehicle.

We will pay up to **£500** if the keys for your vehicle are lost or stolen and have not been recovered. We will pay the cost of replacing the entry key and transponders, ignition and steering locks that can be opened or operated with the lost items. This applies as long as:

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

You will not have to pay an excess for any claim under this section and it will not affect your no claim bonus.

Section 8 – Permitted drivers and use of the insured vehicle

The following driving limitations apply to this policy:

Before completing your DSA Practical Driving Test, for cover to be operative at the time of any incident likely to give rise to a claim under this policy, you must at the time of the incident:

- Be in the process of receiving driving tuition or taking an official Driving Standards Agency (DSA) practical driving test; and
- Be accompanied by a full current EU driving licence holder, who is over 25 years of age and that person has held a full EU Driving licence for a minimum of 3 years, or is a Qualified Driving Standards Agency Examiner or a current Registered Qualified Approved Driving Instructor (ADI)

Use of the insured vehicle

Cover is provided for Social Domestic & Pleasure and commuting (travelling to and from one permanent place of work) purposes only. No cover is provided for any form of business use

Section 9 – After completing your DSA practical driving test

If you pass your driving test before the expiry date of this policy, you must inform us immediately so your policy can be adjusted to reflect your full EU driving licence.

We cannot guarantee that your policy can continue once you obtain your full EU driving licence. If we are unable to continue your policy, it will be cancelled in accordance with the cancellation section of this policy.



General terms

- *Extra matters to bear in mind*

**Please note: this section DOES NOT apply if:
you are NOT the registered owner and keeper of the
insured vehicle; or the policy is short period (less
than 12 months)**

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.*



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 vehicle covered by this insurance is being:

- used for a purpose for which your vehicle 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 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);
- 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.

Drugs and Alcohol

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being driven by or is in the charge of anyone (including you) and is convicted of:

- driving over the legal limit for alcohol; or
- driving under the influence of drugs, prescribed or otherwise.

If convicted (which includes a conviction for failure to provide a breath, blood or urine sample) this shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs.

We will provide the minimum insurance required by the Road Traffic Act but we reserve the right to seek recovery of any such amounts from you or the driver of your vehicle.

Construction and Use

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

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

Airfields

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle 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 vehicle 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.

Jurisdiction

Any proceedings brought against you, or judgment passed in any court outside the United Kingdom.

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

- take all reasonable steps to protect your vehicle from loss or damage;
- maintain your vehicle in a roadworthy condition: and,
- let us examine your vehicle 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 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 for which you use your vehicle.
- A new main user of your vehicle.
- Details of any driver you have not told us about before, or who is not specifically entitled to drive by the certificate of motor insurance or is excluded by an endorsement, but who you now want to drive.
- Details of any motoring conviction, 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 (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.

All claims must be reported to ERS within 48 hours of the incident occurring, otherwise an additional £500 excess may be applicable. This is on top of any other excess you may have to pay under this insurance. 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. If however a claim is reported within 24 hours of the incident occurring we will discount any applicable policy excess by £100.

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.

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



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- 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;
 - 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 vehicle 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.