Certificate of Motor Insurance

Policy number 50967903

1. Description of vehicle(s)

Registration / Chassis mark of vehicle: X777ADA

2. Name of policyholder

Mr Asim Erturk

3. Effective date and time of the commencement of insurance for the purpose of the relevant law

22 March 2025 00:01

4. Date of expiry of insurance

21 March 2026

5. Persons or classes of persons entitled to drive

The policyholder only.

The policyholder may also drive a private motor car not belonging to him/her and not hired to him/her under a hire purchase or leasing agreement, as long as the policyholder has the owner's permission to drive the car

Providing that the person driving has a licence to drive the vehicle or has held and is not disqualified from or prohibited by law from holding or obtaining such a licence.

6. Limitations as to use

Use only for social, domestic and pleasure purposes excluding use by any person for travelling to and from his/her place of work/business.

Unless specified under section 6 of this certificate of insurance, this policy does not cover: Use for hiring, the letting on hire, the carriage of passengers and goods for hire or reward, racing, pacemaking, use in any contest, reliability or speed trial or the use for any purpose in connection with the motor trade.

I hereby certify that the policy to which this certificate of insurance relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, Isle of Man and the Islands of Guernsey, Jersey and Alderney.

For and on behalf of the Underwriter subscribing ERS, 30 Fenchurch Street, London EC3M 3BD

Authorised Insurer

Martin Hall
Active Underwriter

Advice to third parties - Nothing contained in this certificate of insurance affects your rights as a third party to make a claim.

Note: For full details of the insurance cover reference should be made to the policy document, which can be obtained from your broker or via our website at www.ers.com

This page forms part of your certificate of insurance

European cover

This certificate of motor insurance is evidence that this insurance meets the compulsory motor insurance requirements of all member countries of the European Union and Andorra, Iceland, Norway, Serbia and Switzerland (including Liechtenstein).

Ce certificat d'assurance automobile est une preuve que cette assurance est conforme aux exigences de l'assurance automobile obligatoire de tous les pays membres de l'Union européenne et l'Andorre, l'Islande, la Norvège, la Serbie et la Suisse (y compris le Liechtenstein).

Dieses Zertifikat der Kfz-Versicherung ist ein Beweis, dass diese Versicherung die Kfz Haftpflichtversicherungs anforderungen von allen Mitgliedsländern der Europäischen Union und Andorra, Island, Norwegen, Serbien und der Schweiz (einschließlich Liechtenstein) erfüllt.

Este certificado de seguro de automóviles es evidencia de que este seguro cumpla con los requisitos de seguro obligatorio de automóviles de todos los países miembros de la Unión Europea y Andorra, Islandia, Noruega, Serbia y Suiza (incluido Liechtenstein).

Questo certificato di assicurazione auto è la prova che questa assicurazione soddisfa i requisiti di assicurazione obbligatoria degli autoveicoli di tutti i paesi membri dell'Unione europea e Andorra, Islanda, Norvegia, Serbia e Svizzera (compreso il Liechtenstein).

Prestige
Policy Schedule

Policy number 50967903

Broker agency number 20273 **Scheme** 7370

Policy details

Policyholder Mr Asim Erturk

Address 30 Old London Road, Badgers Mount, Sevenoaks, TN14 7AE

Commencement date and time 22 March 2025 00:01

Expiry date 21 March 2026

Reason for issue New business

Premium

Premium (excluding IPT) £1,602.68

IPT £192.32

Total premium due £1,795.00

Vehicle details

Make & model	Registration / Chassis number	Year of manufacture	CC	GVW	Agreed Value	Value	Cover	Earned No Claims Bonus (Years)	Protected No Claims Bonus	Annual rate per vehicle (excl. IPT)
BMW X7 XDRIVE40D M SPORT MHEV	X777ADA	2023	2993		Yes	£79,995	Comprehensive	2 years	No	£1,602.68

Permitted drivers

Registration / Chassis number	Driver restrictions	Declared drivers
X777ADA	Insured Only	Mr Asim Erturk

Vehicle excess details

An excess is the amount you must pay in the event of any claim, regardless of who is to blame for an incident. However, there may be additional excess terms applied highlighted below in Additional excesses for young or inexperienced drivers, or shown in the attached Schedule of Endorsements.

Registration / Chassis number	Voluntary excess			Compulsory excess			Total excess			Windscreen excess		
	Accidental damage	Fire	Theft	Accidental damage	Fire	Theft	Accidental damage	Fire	Theft	Repair by ERS approved supplier	**Replacement by ERS approved supplier**	**Use of non-approved ERS supplier**
X777ADA	0	0	0	£1500	£1500	£1500	£1500	£1500	£1500	£10	£100	£125

Policy Wording: For full details of the insurance cover, please contact your broker or go to the web page www.ers.com to view the policy wording by selecting documents from the menu.

ERS Syndicate 218 at Lloyd's is managed by IQUW Syndicate Management Limited (company no. 00426475), which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference no. 204851). IQUW Syndicate Management Limited is registered in England and Wales with its registered address at 30 Fenchurch Street, London EC3M 3BD.

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Schedule of Endorsements

Policy number 50967903

Effective date and time 22 March 2025 00:01

ENDORSEMENTS APPLICABLE

Where a value is shown below, this refers to information relevant to an endorsement such as, but not restricted to, an excess amount, driver or security device.

ENDORSEMENTS APPLICABLE TO SPECIFIC VEHICLES

Registration / Chassis number	Endorsement number	Description	Value	Specified driver(s)
X777ADA	N09	Thatcham variable condition	S5	
X777ADA	Z119	Approved anti-theft device	Thatcham Category 2 Aftermarket Immobiliser	

ENDORSEMENT APPENDIX

N09 - Thatcham variable condition

We will not pay any theft or attempted theft claim under the "Loss of or damage to your vehicle" section unless your vehicle has a Thatcham approved anti-theft device of, no less than, the category number shown against this endorsement, is fitted or attached and in operation when it is left unattended.

Z119 - Approved anti-theft device

We will not pay any theft or attempted theft claim under the "Loss of or damage to your vehicle" section, unless your vehicle has an anti-theft device as shown against this endorsement, that is fitted or attached and in operation when it is left unattended.

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Prestige
Statement of Fact

Policy number: 50967903

Broker agency number 20273 **Scheme** 7370

Effective date and time 22 March 2025 00:01

These are the details supplied by you and form part of your contract of insurance. If the details are correct there is no need to take any further action. However, you should store this document in a safe place for future reference. If any details are incorrect or incomplete, please contact your broker and notify them of any errors. If the risk remains acceptable they will issue a further statement of fact showing the correct details. If you provide false or incorrect information, withhold information or fail to inform us of any errors, your policy could be cancelled or declared void or we may refuse to pay a claim.

You, the proposer

Name of proposer	Mr Asim Erturk		
Postal address	30 Old London Road, Badgers Mount, Sevenoaks		
Postcode	TN14 7AE		
Occupation (including part-time)	Company Director		
Nature of business	Property Letting	Employment status	Employed
Daytime telephone number		Evening telephone number	
Marital status	Married		

Your vehicle

Registration / Chassis number	Make & model	Cubic capacity	No. of doors	Year of make	Purchase date	**Insured vehicle value***	Value of audio/telephone equipment (unless manufacturer fitted)
X777ADA	BMW X7 XDRIVE40D M SPORT MHEV	2993		2023	04/03/2025	£79,995	

Registration / Chassis number	Are there any changes from the manufacturer's standard specification? (If YES, give details)	Vehicle owner	Vehicle keeper	Main driver	Are any security devices, other than the manufacturer standard equipment, fitted? (If YES, give details)
X777ADA	No	Proposer/Policyholder	Proposer/Policyholder	Mr Asim Erturk	Unknown Aftermarket Thatcham S5 Device (Vehicle Tracking System)

Registration / Chassis number	Postcode where kept overnight	Cover	Where is vehicle located overnight	What is the expected annual mileage of your vehicle (in miles)	Right or left hand drive	Fuel type
X777ADA	TN14 7AE	Comprehensive	Garaged	5,000	Right Hand Drive	

***You must ensure this insured vehicle value is accurate as this is the limit of cover available in relation to claims for loss of or damage to your vehicle.**

Driver restrictions

Registration / Chassis number	Driver restrictions	Declared drivers	Main driver
X777ADA	Insured Only	Mr Asim Erturk	Mr Asim Erturk

Use

Registration / Chassis number	Use required
X777ADA	Social, Domestic And Pleasure

Drivers

You must provide the details of yourself and any other person who may drive

Name of driver	Occupation(s) (incl. part time)	Date of birth	Number of other vehicles driver has access to
Mr Asim Erturk	Company Director	11/02/1982	1

Name of driver	Type of licence (including full or provisional) and period held		Does any driver suffer a disability or medical condition that must be disclosed to the DVLA? (If YES, give details)	Have you or any person who may drive had an insurance policy refused/declined, cancelled/voided or any special terms imposed? (If YES, give details in Additional information section)		
	Type	Date licence obtained		Refused/Declined	Cancelled/Voided	Special terms imposed
Mr Asim Erturk	Full UK Car Licence	01/01/2005	No	No	No	No

You are reminded that you are required by law to inform Drivers Medical Enquiries, DVLA, Swansea SA99 1TU, at once, if you have any disability (including any physical or mental condition) which is or may become likely to affect your fitness as a driver.

Motoring convictions

In the last five years, have you or any person who may drive been convicted of any motoring offence (including fixed penalties), been disqualified from driving or are there any prosecutions pending? IF YOU HAVE ANSWERED YES, PLEASE PROVIDE DETAILS BELOW. **No**

Name of driver	Offence code	Date of offence	Date of conviction	Penalty points	Fine	Disqualification period (months)

Non-motoring convictions

Has anyone who may drive been convicted or has pending conviction for any non-motoring offence? If YOU HAVE ANSWERED YES, PLEASE PROVIDE DETAILS BELOW. **No**

Name of driver	Date of conviction	Offence type	Sentence type	Length of sentence (months)	Early release date

Insurance history

Registration / Chassis number	Name of previous insurer	Policy number	Expiry date	No claim bonus earned (years)	Do you require protected no claim bonus?
X777ADA				2 years	No

Accidents/Claims/Losses

Have you or any person who may drive had any accidents/claims/losses (whether to blame or not) in connection with any motor vehicle during the last five years? IF YOU HAVE ANSWERED YES, PLEASE PROVIDE DETAILS BELOW. **No**

Name of driver/Claim Number	Date	Brief details	At fault	Total repair cost	Was there a personal injury claim?	Has the claim been settled?

Additional information

Data protection notice

Please read this notice carefully as it contains important information about the details you will give or have given us. You should show this notice to anyone covered by this insurance.

IQUW Syndicate Management Limited is the data controller in respect of your personal information. We will process the details you have given us in line with the UK's Data Protection laws and any other laws that apply. We may work with partner organisations and service providers who are located in other countries, and as a result your information may be processed outside the European Economic Area. In all cases we will make sure that your information is adequately protected. The UK's Data Protection laws classify information about your medical conditions and criminal convictions as 'special category' personal data. We will use this information to assess your request for insurance, to administer your insurance contract and to deal with any claims. We share information with other insurers, certain government organisations and other authorised organisations for the purpose of insurance underwriting, preventing or detecting fraud, managing claims and managing complaints. However, we will only share 'special category' personal data where it is essential for these purposes.
You can find more information about how we use your personal information on our website: www.ers.com/policy-pages/privacy-policy

If you have any questions please contact the Data Protection Officer at 30 Fenchurch Street, London EC3M 3BD or at dpo@ers.com

Important notes

1. I/We declare that the answers given (on which the underwriters will rely when deciding whether to accept the risk and in fixing the premium) are true to the best of my/our knowledge and belief and that no information has been withheld. I/We also agree that if another person has given any information on this form, he or she acted as my/our agent for this purpose. I/We hereby consent to any information you may have about me/us being processed in accordance with the data protection notice on this form.
2. At your request a copy of this completed form will be supplied to you, provided the request is made within a period of three months after its completion.
3. Underwriters liability does not operate until acceptance has been notified or a Cover Note delivered to the Insured. If the Proposal should disclose any special features the Underwriters may quote special terms and they reserve the right to decline a proposal.
4. Details of full policy terms can be supplied on request.
5. Unless such person(s) have been declared to the Underwriters and given permission to drive under this policy, I/we undertake that the vehicle(s) will not be driven by any person(s) who to my/our knowledge:
   a) has been refused any motor vehicle insurance or continuance thereof.
   b) suffers from any disability (including any physical or mental condition) that is notifiable to the DVLA.
   c) has during the last 5 years been convicted of any of the following motor offences: vehicular manslaughter, causing death by dangerous driving, dangerous driving, driving under the influence of drink or drugs, failing to stop after an accident, any offence or combination of offences which resulted in suspension from driving.
   d) has a non-motor conviction(s) or prosecution(s) pending (where a case is being investigated but there is no conviction yet) that must be legally declared.

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.

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Prestige Motor Insurance

Insurance Product Information Document

This insurance is underwritten by ERS (Syndicate 218 at Lloyd's) which is registered in the UK. IQUW Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered number: 204851.

This document provides a summary of the key information. It does not contain the full terms and conditions; these can be found in your policy document. You can find your policy document at www.ers.com.

What is this type of insurance?
Comprehensive cover – You are insured for loss or damage caused by accidental damage, fire, theft and third party liability.

What is insured?

- ✓ Whilst driving your vehicle you will be covered for any one claim or claims arising out of one incident following:
  Property damage up to £20,000,000;
  Property damage costs/expenses up to £5,000,000;
  Legal costs up to £100,000.
- ✓ **Comprehensive cover** for **driving other cars** is provided when shown on your motor certificate
- ✓ **Loss of or damage to your vehicle** as shown in your schedule for accidental damage, fire and theft. We will either repair, replace or pay a cash amount to replace the lost or damaged item.
- ✓ The most we will pay for claims in relation to loss of or damage to your vehicle is up to the value shown on your policy schedule and statement of fact, as this is the limit of cover available in respect of such claims.
- ✓ Damage to your **windscreen or windows** is provided.
- ✓ **Loss of keys and replacing locks** for your vehicle if lost or stolen and have not been recovered, provided you let the police know and we deem it necessary to replace the above stated items due to a risk of the vehicle being stolen.
- ✓ **Childs seats (or booster seats)** will be replaced if they were in your vehicle at the time of an accident or theft.
- ✓ **Medical expenses** for you or anyone who is injured while they are in your vehicle as a result of an accident up to £500.
- ✓ **Personal Accident** cover for you or your spouse or civil partner, if involved in an accident & within three months of that accident it is the only cause of death or injury. The most we will pay in any period of insurance is £7,000. Death £7,000. Loss of any limb or permanent loss of sight in one or both eyes £5,000.
- ✓ **Emergency accommodation and transport costs** up to £500 if your vehicle cannot be driven after an incident.
- ✓ **Personal belongings** lost or damaged in or on your vehicle caused by an accident, fire, theft or attempted theft, up to £2,500.
- ✓ **Inflatable storage device** lost or damaged in or on your vehicle caused by fire, theft or attempted theft up to £500.
- ✓ **Car Jacking & Road** Rage - up to £5,000 per incident and £15,000 per period of insurance for medical expenses and psychiatric services.
- ✓ **Uninsured driver promise** applies if you are involved in an accident that is not your fault and the responsible party is traced.
- ✓ **Motor Legal Expenses** cover (managed by Arc Legal Assistance Ltd and underwritten by AmTrust Specialty Ltd).

What is not insured?

- ✗ Your policy excesses as shown in policy documentation.
- ✗ Compensation for not being able to use your vehicle.
- ✗ Damage or loss due to wear and tear, failures, breakdowns or breakages of mechanical, electrical or computer equipment.
- ✗ Damage to your tyres unless caused by an accident to your vehicle.
- ✗ Any accessories not permanently attached to your vehicle.
- ✗ Loss or damage to your vehicle as a result of deception.
- ✗ Loss or damage by theft or attempted theft if left unlocked, the keys left in or on your vehicle, left with the windows/roof panel open or convertible roof open or reasonable precautions not been taken to protect your vehicle.
- ✗ Loss or damage to your vehicle taken without consent by a member of your immediate family or a person living in your home, unless that person is convicted of theft.
- ✗ Loss of fuel.
- ✗ For **Personal Accident**, death or injury caused by suicide or attempted suicide.
- ✗ Any legal liability, loss or damage if driving whilst under the influence of alcohol or drugs.
- ✗ Loss or damage covered by another insurance policy.

N.B. Please refer to your policy wording for full terms and conditions.

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Are there any restrictions on cover?

! Endorsements may apply to your policy, these will be shown in your policy documents.

! 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.

! Where the driving other cars benefit applies, the vehicle you are driving must be insured in its own right.

Where am I covered?

✓ We will provide the cover shown on your schedule while you are using your vehicle in the European Union, Andorra, Bosnia and Herzegovina, Iceland, Norway, Montenegro, Serbia, Switzerland (including Liechtenstein).

✓ Your permanent home must be in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and your visit to these countries must be temporary.

✓ We can provide policy cover to additional countries for which we have agreed to.

What are my obligations?

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

In the event of a claim or possible claim:

- You will need to pay the agreed excess as shown in your schedule.
- You must not admit to, negotiate on or refuse any claim unless you have our permission.

Comprehensive cover for driving other cars excess:

- We will apply the highest excess applicable to any vehicle shown on your schedule.

Windscreen excesses

- If your windscreen is replaced by our approved supplier, you must pay the first £100 of any claim(s)
- If your windscreen is repaired by our approved supplier, you must pay the first £10 of any claim(s)
- If your windscreen is repaired or replaced by another company, you must pay the first £125 of any claim(s)

When and how do I pay?

- For full details of when and how you pay, you need to contact your broker directly.

When does the cover start and end?

- Renewal will be subject to the terms and conditions that apply at the time of renewal.
- Your insurance cover start and end dates will be shown on your policy schedule and certificate of motor insurance.

How do I cancel the contract?

- You may cancel the insurance at any time by informing your broker.
- If you change your mind about this insurance, you must advise us within 14 days of the start date. Provided your vehicle has not been subject of a claim(s), we will refund a proportional amount of premium based on the number of days remaining on your policy. The minimum amount that will be retained by ERS will be £50 (plus insurance premium tax (IPT) where applicable).

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Prestige

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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 to 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

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 the behalf of ERS



Martin Hall

Active Underwriter

About ERS

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IQUW Syndicate Management Limited is registered in England and Wales number 426475. The registered office is: 30 Fenchurch Street, London EC3M 3BD

Definitions

The key words and terms that we use in this document

- **Accessories –** parts added to your vehicle that do not affect its performance
- **Agreed value –** the amount which represents the insured value of your vehicle

  Note: If your vehicle is stolen and not recovered or is a total loss, we agree to pay you the agreed value as shown on your schedule and not the market value of the vehicle. If your insurance has been accepted on an agreed value, it will be indicated on your schedule
- **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
- **Car Jacking –** The unlawful removal or detention of you or an insured driver from your vehicle during a theft or attempted theft by intimidation, force or violence
- **Certificate of motor insurance –** a document which is legal evidence of your insurance and which forms part of this document, and which you must read with this document
- **Courtesy car –** a Group B (small standard private car) or PV1 (small car-derived van or similar) vehicle loaned to you by our approved repairer whilst the insured vehicle is being repaired after a valid claim under Section 2 of this insurance

  Note: A courtesy car is intended to keep you mobile. It is not necessarily a like for like replacement of your vehicle. All courtesy cars are subject to the driver meeting the terms and conditions of hire from the approved repairer
- **Electric vehicle –** A vehicle which uses one or more electric motors for propulsion; or a hybrid motor vehicle using a combination of electric motors and an internal combustion engine
- **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
- **Inflatable Storage -** An inflatable storage device is a protective cover for your vehicle which is inflated by battery or mains power
- **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
- **Private garage –** an enclosed permanent structure, comprised of brick, stone, concrete, timber or steel sides with an enclosed roof and with lockable secure entrance door(s), which is a non-communal, private building, designed and built specifically to house motor vehicles, which is solely for your personal use and within the boundaries of your permanent place of residence or address previously declared to and accepted by us
- **Road –** any place which is a road for the purpose of any compulsory motor insurance law that operates in the United Kingdom

- **Road rage -** An incident resulting in bodily injury or psychological damage to you or an insured driver caused by a violent or aggressive person while you are using your vehicle
- **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:

- You must tell us about any potential claim at the earliest opportunity. If applicable, and it is safe to do so, please call us from the scene of the accident
- Take photographs of any damage to the vehicles involved

Claims and windscreen helpline – 0330 123 5992

- Call this number if you need to report an accident, fire, theft or windscreen claim (if applicable)
- 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 must also notify the Police and obtain a crime reference number

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
- You will be provided with a guaranteed courtesy car to ensure you can keep mobile (Comprehensive cover only)
- 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 contact 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

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.

Address: ERS Customer Relations, 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.

Address: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA
Tel: 020 7327 5693
Email: **complaints@lloyds.com**
Website: lloyds.com/complaints

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

Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Tel: 0800 023 4567
Email: **complaint.info@financial-ombudsman.org.uk**
Website: 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, 30 Fenchurch Street, London EC3M 3BD

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 declaring your intention to cancel.

If you have not made any claims within the 14 days, we will refund a proportional amount of premium based on the number of days remaining on your policy. The minimum amount that will be retained by ERS will be £50 (plus insurance premium tax (IPT) where applicable).

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 £50 (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.

Where we may cancel your policy

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

Your insurance may be cancelled because:

- You have not paid when due, a premium on an instalment plan
- You or anyone else covered by this insurance has not met the terms and conditions of the insurance
- 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
- We identify fraud on another associated policy with ERS or
- You harass any member of our staff or show abusive or threatening behaviour towards them

This is not an exhaustive list.

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.

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

IMPORTANT: You can only have Accidental Damage Fire & Theft cover and Fire & Theft cover if your vehicle is declared SORN (officially off the road) with the DVLA and is not being used.

Section name	Comprehensive	Accidental Damage Fire & Theft	Accidental Damage & Third Party Only	Third party Fire & theft	Fire & Theft	Third party only
Section 1 – Liability to others	✓	×	✓	✓	×	✓
Section 2 – Loss of or damage to your vehicle	✓	✓	✓	✓	✓	×
Accident damage	✓	✓	✓	×	×	×
Malicious damage	✓	✓	✓	×	×	×
Fire	✓	✓	×	✓	✓	×
Flood	✓	✓	✓	×	×	×
Theft	✓	✓	×	✓	✓	×
Vandalism	✓	✓	✓	×	×	×
Windscreen	✓	×	×	×	×	×
Section 3 – Medical expenses	✓	×	×	×	×	×
Section 4 – Personal accident	✓	×	×	×	×	×
Section 5 – Personal belongings	✓	×	×	×	×	×
Section 6 – Loss of keys and replacing locks	✓	×	×	×	×	×
Section 7 – Child seat	✓	×	×	×	×	×

Cover continued

Section name	Comprehensive	Accidental Damage Fire & Theft	Accidental Damage & Third Party Only	Third party Fire & theft	Fire & Theft	Third party only
Section 8 – Foreign use	✓	×	✓	✓	×	✓
Section 9 – Inflatable storage device	✓	×	×	×	×	×
Section 10 – Loss of licence	✓	×	×	×	×	×
Section 11 – Disability assistance	✓	×	×	×	×	×
Section 12 – Chauffeur injury	✓	×	×	×	×	×
Section 13 – Pet cover	✓	×	×	×	×	×
Section 14 – Car jacking	✓	×	×	×	×	×
Section 15 – Road rage	✓	×	×	×	×	×
Section 16 – Uninsured driver promise	✓	×	✓	✓	×	✓
Section 17 – Motor legal expenses	✓	×	✓	✓	×	×

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.

Driving other cars

We will also provide the cover shown above (if this is shown on your certificate of motor insurance), to drive any private car that you do not own, providing the other car is not a hire, rental or courtesy car or provided to you under a hire-purchase or any other finance agreement - as long as you have the owner's permission to drive the private car.

You are not insured against:

- Any loss or damage to the vehicle you are driving
- Any event which happens outside of the United Kingdom or while the insured vehicle is outside the United Kingdom
- Any legal responsibility if you no longer have the insured vehicle
- Driving another vehicle while the insured vehicle is declared SORN
- Driving a car that does not have a valid MOT (unless exempt) or is not taxed, insured and registered in the UK
- Any event which happens when this insurance is not in the name of an individual person
- Any legal responsibility unless the vehicle is insured against third party road risks, in its own right or
- Securing the release of a vehicle that has been seized by or on behalf of the police or any public or local authority

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 personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

Business use

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

Legal costs

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

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

The most we will pay for the legal costs is £100,000 for any claim or claims arising out of one incident.

Emergency medical treatment

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

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

Towing

Under this section we will insure you while any 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

Charging cable – Liability

We will cover your legal liability for death, bodily injury or damage to property arising out of the connection of the insured car to a domestic mains power supply, or a rapid charging unit for the purposes of charging the car. Only whilst it is connected by means of the manufacturer supplied domestic charging cable or the rapid charging unit's standard heavy-duty cable.

Cyber Liability Cover

We will pay any amounts you may legally have to pay subject to the limits stated under Section 1 for causing death or bodily injury to other people, or property damage, due to:

1. The use of, or failure of, any application, software or programme in connection with your vehicle (including any driver assistance, safety or security systems);
2. Any computer virus, ransomware, code or software affecting any electronic systems fitted to your vehicle by the original vehicle manufacturer;
3. Any threat, deception or hoax relating to 1 and/or 2 above;

subject to the terms, conditions, limitations and exclusions of this policy.

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

Driving other Cars (comprehensive cover only)

We will also provide the cover shown above (if this is shown in your certificate of motor insurance), to drive any private car that you do not own and have not hired under a hire-purchase or leasing agreement - as long as you have the owner's permission to drive the private car and the car is insured against Accidental Damage as well as Third Party road risks.

You are not insured against:

- Any event which happens outside of the United Kingdom or while the insured vehicle is outside the United Kingdom
- Any legal responsibility if you no longer have the insured vehicle
- Driving another vehicle while the insured vehicle is declared SORN
- Driving a car that does not have a valid MOT (unless exempt) or is not taxed, insured and registered in the UK
- Any event which happens when this insurance is not in the name of an individual person
- Any legal responsibility unless the vehicle is insured in its own right
- Securing the release of a vehicle that has been seized by or on behalf of the police or any public or local authority

We will apply the highest excess applicable to any vehicle as shown on your schedule.

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 (including its accessories) as determined by us, immediately before the loss; as shown on your schedule or if it applies, the agreed value shown on your schedule or
- The amount it would cost us to repair 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 within your policy document or on your schedule, you have agreed to pay that amount for each incident of loss or damage. All excesses are cumulative.

Multiple vehicle excess waiver

If more than one vehicle is insured on your policy and they are involved in the same incident, only the highest of the excesses shown in your policy will apply.

The multiple excess waiver does not apply to events involving fire or theft.

Extra excesses for young or inexperienced drivers

There are no additional damage excesses for young or inexperienced drivers under this insurance policy.

Windscreen damage (comprehensive cover only)

We will pay for the replacement or repair to your vehicle's windscreen, windows or sunroof (including panoramic sunroof) and any bodywork scratched by broken glass from the window or windscreen. The helpline number is 0330 123 5992.

We will also pay for any recalibration needed following the replacement of the windscreen resulting from an insured event under this policy.

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 £100 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.

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

We agree that you may choose the garage used to repair your vehicle following any event for which cover is provided by this insurance. Furthermore, we agree that there will not be any deduction for wear and tear of any parts that need replacing including the tyres.

Where using our approved repairer for the repair of your vehicle, and your vehicle does not exceed 3.5 tonne gross vehicle weight our approved repairer will:

- Guarantee the repairs for 5 years
- Endeavour to use original equipment manufacturer parts/equipment where feasible
- Supply you with a courtesy car for the duration of the vehicle repair or until your policy expires, whichever is the sooner (where the vehicle involved is covered comprehensively)

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, anyone conducting repairs to an insured vehicle should retain the following for our inspection:

- A fully costed estimate
- All damaged parts and
- Images of the damaged areas of the insured vehicle

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

If you choose to not use our approved repairer, we will not:

- Be responsible for any delays incurred by the repairer
- Guarantee the provision of a courtesy car
- Guarantee the repairs
- Guarantee the use of original equipment manufacturer paint/parts

We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with your chosen repairer over costs.

It is not our policy to use recycled or non-original parts and equipment when repairing your vehicle, although on occasion it may be necessary.

Replacement vehicle hire costs

Where we accept a claim under Section 2 of this policy (excluding windscreen claims), we will reimburse the cost of a mid-range replacement vehicle (i.e. BMW 318I SE Saloon)

The most we will pay for replacement vehicle hire costs is £2,500 for any claim or claims arising out of one incident.

Emergency accommodation or transportation costs

If your vehicle is not roadworthy after an accident and you are unable to complete your journey, we will pay up to £500 in total towards:

- Emergency overnight accommodation (on a room only basis) and/or
- Travel expenses to enable you to complete your journey

Total loss (write off)

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 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 you have a single vehicle policy, we will allow this insurance contract to continue on a replacement vehicle provided we accept this substitution and you pay the additional premium applicable.

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 request documentary evidence of repairs and other documentation that 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

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

Your vehicle's spare parts and fitted accessories (including the manufacturers' tool kit and the vehicle safety equipment) are insured in the same way as your vehicle. We only provide this cover if the spare parts and accessories are only used with your vehicle, are kept in or on your vehicle and fall within the agreed value of the vehicle.

Permanently-fitted audio, visual and telephone equipment are also insured against loss or damage, but we will only pay the market value of the equipment at the time of the loss or damage. We will not pay for loss or damage to cassettes, compact or mini discs, DVD's or accessories used with the audio, visual or telephone equipment.

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).

Dismantled parts

We will pay up to the value of your vehicle for parts taken from your vehicle which are kept in a locked building at the address shown on your proposal form or statement of facts, or another address we agree to.

Registration plates

We will pay the cost of replacing the registration number plates fitted to your vehicle in the same style as those fitted immediately before the loss.

Cherished number plate

If, as a result of a valid total loss/theft claim under this policy, you are totally and irrevocably deprived of the use of the cherished registration number attached to the insured vehicle, we will pay (up to a maximum of £10,000)

the amount equal to the value determined by a member of the Cherished Numbers Dealers Association. We will not be liable for losses occasioned by or happening through any of the following scenarios:

- Your permanent disqualification from driving
- Confiscation, seizure or detention by Customs or other officials or authorities
- If you or any company you are associated with is in liquidation or bankrupt
- Should the number be re-issued by the DVLA, the entitlement to use the number will transfer to us

Electric vehicles- Leased batteries

In the event of loss of or damage to the insured vehicle under this section, we may be required to make a payment to the owner of your vehicle's battery, or batteries, if the battery is leased or hired.

Replacement charging cable

We will insure your vehicle charging cable against loss or damage caused by:

- Accidental or malicious damage, flood damage or vandalism
- Fire, lightning, self-ignition and explosion; or theft or attempted theft

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

Electric vehicle charging point

If you are unable to charge your vehicle at your home or disclosed overnight location due to a power cut, we will pay up to £500 towards alternative transport.

If your electric charging point at your home or disclosed overnight location is damaged as a result of a covered loss, we will pay up to £1,000 towards the repair of the charging point.

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. (This exception does not apply where any applicable part or accessory is no longer commercially available from the vehicle manufacturer or their agents 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 fuel
16. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority

17. Loss, theft, damage, impairment, disablement or loss of use of your vehicle caused by:
    a) the use of, or failure of, any application, software, or programme in connection with your vehicle, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
    b) the use of, or failure of, any electronic device connected to your vehicle (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);
    c) any computer virus, ransomware, code or software;
    d) theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;
    e) any threat, deception or hoax relating to a), b), c), and/or d) above.

Section 3 – Medical expenses

We will pay up to £500 for each person for the medical expenses of anyone who is injured while they are in your 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 4 – Personal accident benefits

We will pay the following amounts if you, named driver 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 the accident involving your vehicle or
- Have happened when you or your husband, wife, 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:

- Death or bodily injury caused by suicide or attempted suicide
- Any incident unless the insurance is in an individual's name

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

Section 5 – Personal belongings

We will pay up to £2,500 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 booster seats
- Wear and tear
- Theft of any property which is in an open or convertible vehicle, unless it is kept in a locked and fully secured luggage compartment

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

Section 6 – Loss of keys and replacing locks

We will pay to replace the keys for your vehicle if they 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
- We deem it necessary to replace the above stated items due to the loss/theft of the keys causing a risk to the vehicle being stolen

You will not have to pay an excess for any claim under this section and it will not affect your No Claims Bonus.

Section 7 – Child seats

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

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

Section 8 – Foreign use

We will provide the cover shown on your schedule to allow you to use your vehicle:

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

When you visit any country which is a member of the European Union, Andorra, Bosnia and Herzegovina, Iceland, Norway, Montenegro, Serbia or Switzerland (including Liechtenstein), there is no limit on the length of any trip or the number of trips you make in any period of insurance

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

Extra cover

If you want to travel to any other country, or want full policy cover when you travel abroad, you must contact your broker.

If we agree to extend your cover, and you pay any extra premium that we ask for; we will extend your insurance to apply in any country for which we have agreed to provide cover.

Customs duty and other charges

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

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

Section 9 – Inflatable storage device

We will pay up to £500 if your inflatable storage device is lost or damaged because of a fire, theft or attempted theft.

Section 10 — Loss of licence

If your driving licence is revoked by the DVLA on medical grounds during the period of insurance, we will pay up to £3,000 towards the cost of funding alternative transport up to a maximum period of 12 months from the date the licence is revoked.

Section 11 — Disability assistance

If you or an insured person are registered disabled as a direct result of a covered loss to your vehicle, we will pay up to £5,000 towards the cost of essential modifications to your vehicle.

Section 12 — Chauffeur injury

If your chauffeur is unable to drive as a result of injury following an accident during the period of insurance which results in a claim under this policy, we will pay up to £2,500 towards a replacement chauffeur up to a maximum period of 12 months or until the chauffeur is fit to drive (whichever is sooner).

Section 13 — Pet cover

If your pet is injured as a result of an accident, fire or theft involving your car we will pay up to £2,500 for emergency veterinary costs.

This benefit includes euthanasia or cremation or burial costs where the death occurred was a direct result of the incident.

We will not pay:

- For any ongoing medical treatment following the initial emergency treatment
- For any treatment of pre-existing conditions
- Where you can reclaim the costs under another insurance policy

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

Section 14 — Car Jacking

If you or an insured driver are physically assaulted or suffer psychological damage as a direct result of a car-jacking incident, we will pay up to £5,000 towards:

- Related medical expenses for you or an insured driver when incurred within one year after the car-jacking incident.
- Related psychological services for you or an insured driver as prescribed by a qualified physician, psychologist or mental health professional, when incurred within one year after the car-jacking incident.

The maximum we will pay per period of insurance for any car-jacking or road rage expenses is £15,000.

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

Section 15 — Road rage

If you or an insured driver are physically assaulted or suffer psychological damage as a direct result of a road rage incident, we will pay up to £5,000 towards:

- Related medical expenses for you or an insured driver when incurred within one year after the road rage incident.
- Related psychological services for you or an insured driver as prescribed by a qualified physician, psychologist or mental health professional, when incurred within one year after the road rage incident.

The maximum we will pay per period of insurance for any car-jacking or road rage expenses is £15,000.

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

Section 16 — Uninsured drivers promise

If you are involved in an accident caused by an identified driver who is uninsured, we will refund the amount of excess you have had to pay and we will restore your no claim discount.

This cover only applies if we can establish that the accident was not your fault in any way and you provide us with:

- the vehicle registration number and the make/model of the uninsured vehicle, and
- the uninsured vehicle's driver's name, address and contact number (if possible).

It will also help us to confirm who is at fault if you can get the name and address of any independent witnesses.

If we cannot initially confirm the uninsured driver was at fault, you may have to pay your excess and your No Claims Bonus maybe affected. Once liability has been confirmed your excess will be reimbursed and your No Claims Bonus will be reinstated.

Section 17 — Motor Legal Expenses

Definitions under the Motor Legal Expenses section

The following Definitions apply to this Legal Expenses Endorsement insurance document and shall keep the same meaning wherever they appear in this insurance document. Where any conflict exists with the Definitions shown in this Legal Expenses Endorsement policy document and the corresponding motor policy document; the definitions below shall apply in respect of Motor Legal Expenses. Where the following words appear in bold they have these special meanings.

- **Adviser – Our** specialist panel solicitors or their agents appointed by **Us** to act for **You**, or, where agreed by **Us**, another legal representative nominated by **You**.
- **Advisers' Costs –** Legal costs paid by the **Adviser**. Third party's costs shall be covered if awarded against **You**.
- **Conditional Fee Agreement –** An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.
- **Conflict of Interest –** Situations where **We** administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
- **Data Protection Legislation –** The relevant **Data Protection Legislation** in force in the **Territorial Limits** where this cover applies at the time of the **Insured Event.**
- **Insured Event –** The incident or the start of a transaction or series of incidents which might lead to a claim under this insurance.
- **Insurer –** AmTrust Specialty Limited.
- **Legal Action(s):**
  - The pursuit of civil proceedings and appeals against judgement following a **Road Traffic Accident**;
  - The defence of criminal motoring prosecutions in relation to the **Vehicle**;
  - The pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the **Vehicle**.
- **Legal Helpline –** The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

- **Maximum Amount Payable –** The **Maximum Amount Payable** in respect of an **Insured Event** is – stated below:
  - **Uninsured Loss Recovery and Personal Injury**: £100,000.
  - **All other sections**: £50,000.

  For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
- **Period of Insurance-** This insurance provides cover for the same period covered by the insurance product or benefit which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
- **Road Traffic Accident –** A traffic accident in the **Territorial Limits** involving the **Vehicle** occurring during the **Period of Insurance** for which **You** are not at fault and for which another known insured party is at fault.
- **Standard Adviser's Costs –** The level **Adviser's Costs** that would normally be incurred by the **Insurer** in using a nominated **Adviser** of **Our** choice.

- **Territorial Limits:**
  - **Uninsured Loss Recovery & Personal Injury:** The United Kingdom, the European Union, the Channel Islands and the Isle of Man;
  - **All other sections:** The United Kingdom, the Channel Islands and the Isle of Man.
- **Vehicle –** The motor vehicle declared in the insurance schedule to which this cover attaches. This is extended to include a caravan or trailer whilst attached to the **Vehicle.**
- **We/Us/Our –** Arc Legal Assistance Ltd.
- **You/Your/Yourself -** The person(s) named in the insurance schedule to which this cover attaches. This is extended to include an authorised driver or passengers for the Uninsured Loss Recovery and Personal Injury sections of cover.

Terms of cover

This insurance is managed and provided by Arc Legal Assistance Limited. The insurance parts of this section are underwritten by the **Insurer** and **We** act on their behalf.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** happens. Where it is necessary to start court proceedings or a **Conflict of Interest** happens and **You** want to use a legal representative that **You** choose **Yourself, We** will not pay **Advisers' Costs** which are more than:

(a) **Our** standard **Advisers**' **Costs**; or

(b) The amount recoverable under the civil procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **Advisers' Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:

- The **Insured Event** happens during the **Period of Insurance** and within the **Territorial Limits**
- The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do has a negative impact on **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change gives a benefit which did not previously exist.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

This can be checked on the Financial Services Register by visiting the website **www.fca.org.uk/register** or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at **www.fca.org.uk**

Important conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of success

There must be a 51% or higher chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves Your interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or higher chance of success then **We** may decline or stop giving support for **Your** case.

Proportional costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or stop giving support for **Your** case.

Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate, **Your** cover may be affected and:

- the **Insurer** might cancel **Your** policy and refuse to pay any claim or
- the **Insurer** might not pay any claim in full.

We will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or needs **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must tell **Us**.

Complaints

We aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** are not happy with **Our** final response or before **We** have investigated the complaint if both parties agree.

Our contact details are:
Arc Legal Group
P O Box 8921
Colchester
CO4 5YD
Tel 01206 615000
Email: **customerservice@arclegal.co.uk**

The Financial Ombudsman Service (FOS.) contact details are:
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**

Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its responsibilities under this policy, **You** might be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Cancellation

You can cancel this insurance at any time by telling **Your** insurance adviser and giving 14 days' notice. If **You** do this within 14 days of taking out this insurance, **You** will get a refund of premium if **You** have not already made a claim under this insurance.

The **Insurer** can cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, or alternative address given by **You. You** will not get a refund of premium.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

a) Where **We** have a reasonable suspicion of fraud
b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

How to make a claim

Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone **0333 005 0351** and quote – ''**ERS – Motor Legal Expenses**''

For Uninsured Loss Recovery & Personal Injury claims:

You should call **0330 123 5992** to report a claim. Details of **Your** claim will be passed to the **Adviser** who will contact **You** to discuss any uninsured loss recovery or personal injury claims or any assistance **You** require in relation to a hire car or **Vehicle** repairs.

All other claims:

You should telephone the **Legal Helpline** on **0333 005 0351** and quote "**ERS Motor Legal Expenses**" to obtain advice and request a claim form. Alternatively, **You** can submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Upon return of a completed claim form **We** will assess the claim and if covered, send details to the **Adviser** who will then contact **You** directly.

Personal Injury

What is insured:

You are covered for **Advisers' Costs** to pursue damages resulting from a **Road Traffic Accident** whilst **You** are in, boarding or alighting the **Vehicle** against those whose negligence has caused **Your** injury or death.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

What is not insured:

Claims

- Relating to an agreement **You** have entered into with another person or organisation.
- For stress, psychological or emotional injury unless it arises from **You** suffering physical injury.

Motor contract

What is insured:

You are covered for **Advisers' Costs** to pursue or defend a **Legal Action** relating to a dispute over a contract for the sale or purchase of goods or services relating to the **Vehicle** including the **Vehicle** itself, provided **Advisers' Costs** do not exceed the amount claimed.

What is not insured:

Claims where the contract was entered into before **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

Motor prosecution defence

What is insured:

Advisers' Costs to defend a **Legal Action** in respect of a motoring offence, resulting from **Your** use of the **Vehicle**. Pleas in mitigation are covered where there is a 51% or higher prospect of such a plea materially affecting the likely outcome.

What is not insured:

Claims:

- For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being control of the **Vehicle** whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences for which **You** do not get penalty points on **Your** licence.
- For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence.

Uninsured loss recovery

What is insured:

You are covered for **Advisers' Costs** to pursue uninsured losses resulting from a **Road Traffic Accident** against those whose negligence has caused **You** to suffer loss of **Your** insurance policy excess or other out of pocket expenses.

What is not insured:

Claims

- Relating to an agreement **You** have entered into with another person or organisation.
- For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

General exceptions under the Motor Legal Expenses section

There is no cover:

- Where the **Insured Event** occurred before **You** purchased this insurance.
- Where **You** fail to give proper instructions to **Us** or the **Adviser** or fail to respond to a request for information or attendance by the **Adviser**.
- Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval.
- For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- To defend **Legal Actions** arising from anything **You** did deliberately or recklessly.
- For claims made by or against the **Insurer, Us** or the **Adviser**.
- Where an estimate of **Your Advisers' Costs** is greater than the amount in dispute.
- Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- For any claim arising from racing, rallies, competitions or trials.
- For an application for Judicial Review.
- For appeals without **Our** prior written consent.
- For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**.
- Where at the time of the **Insured Event You**:
  - Were disqualified from driving;
  - Did not hold a licence to drive;
  - Did not have a valid MOT certificate for the **Vehicle**;
  - Did not procure valid vehicle tax;
  - Failed to comply with any laws relating to the **Vehicle's** ownership or use
- For disputes between the **Adviser** and any other party which is only over the level of **Advisers' Costs.**
- For **Your** solicitors owns costs where **Your** claim is being pursued under a **Conditional Fee Agreement.**

Sanction Limitation and Exclusion Clause

The **Insurer** will not cover or be liable to pay any claim or provide any benefit under this insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

General conditions under the Motor Legal Expenses section

Claims

- **You** must notify **Us** as soon as possible and within a maximum of 180 days once **You** become aware of the **Insured Event**. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced. To report a claim, **You** must follow the instructions under "How to make a claim".
- **We** shall appoint the **Adviser** to act on **Your** behalf.
- **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which must not be unreasonably withheld, **We** might reach a settlement of the **Legal Action**.
- **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- The **Adviser** must:
  - Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge.
  - Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - Keep **Us** regularly advised of **Advisers' Costs** incurred.
  - Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - Attempt recovery of costs from third parties.
  - Agree with **Us** not to submit a bill for **Advisers' Costs** to the **Insurer** until conclusion of the **Legal Action**.
- In the event of a dispute arising as to costs **We** may need **You** to change **Adviser**.
- The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- **You** will supply all information requested by the **Adviser** and **Us**.
- **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** must be reimbursed by **You**.
- **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

Prospects of success

At any time, **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or higher chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support.

Examples of a positive outcome are:

- Being able to recover the amount of money at stake.
- Being able to enforce a judgement.
- Being able to achieve an outcome which best serves **Your** interests.

Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'Complaints'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Fraud

In the event of fraud, **We**:

a) Will not be liable to pay the fraudulent claim.
b) May recover any sums paid to **You** in respect of the fraudulent claim.
c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**.
d) Will no longer be liable to **You** in any regard after the fraudulent act.

Other insurances

If any claim covered under this policy is also covered by another legal expenses policy or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

Privacy and Data Protection notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

Your privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at **https://amtrustinternational.com/dpn** or Arc's website at **www.arclegal.co.uk**

What we do with your personal information

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask us to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are somethings **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

General terms

Extra matters to bear in mind

No claim bonus

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

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

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

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

You cannot transfer your no claim bonus to another person.

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

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

Changing or adding a vehicle to this insurance

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

Emergency medical treatment

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

Payments for journeys (car sharing)

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

- your vehicle cannot carry more than nine people (including the driver)
- you are not carrying the passengers in the course of a business of carrying passengers and
- the total of the payments you receive for the journey does not provide a profit

General exceptions

These general exceptions apply to the whole insurance

Your insurance does not cover you for:

Drivers and use

Any legal responsibility, loss or damage (direct or indirect) arising while any 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 Nürburgring)
- Used for racing or pace-making, 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 of, 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.

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 (please refer to the Foreign Use section of this policy document)

Jurisdiction

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

Earthquake, riot, war and terrorism

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

- An earthquake
- The result of war, riot, civil commotion, revolution or any similar event elsewhere than in Great Britain, the Channel Islands or the Isle of Man (unless we need to provide cover to meet the minimum insurance needed by law)
- Acts of terrorism, as defined in the UK Terrorism Act 2000, unless we need to provide the minimum insurance required by the Road Traffic Act

Nuclear / radioactive contamination

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

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

Sonic bangs

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

Sanctions Limitation Clause

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other applicable territory.

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 (unless exempt), 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

If the above requirements are not met, we may reject or reduce your claim, and/or cancel your policy or declare your policy null and void.

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 your named drivers, a change in the type of business or having no work
- A new main user of your vehicle
- Details of any driver that you want to drive who:
  - you have not told us about before
  - is not specifically entitled to drive by the certificate of motor insurance, or
  - is excluded by an endorsement
- Details of any motoring conviction(s), disqualification(s) or fixed-penalty motoring offence(s) of any person allowed to drive or of any prosecution(s) pending (where a case is being investigated but there is no conviction yet) for any motor offence
- Details of any non-motoring 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) were driving any other motor vehicle (whether you own the vehicle or not)
- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether or not the driving licence has been restricted

Claim notification

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

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

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

You must notify us of a claim at the earliest opportunity of it occurring. If you fail to comply with this section, or otherwise prejudice our position, we reserve the right to seek recovery of any additional costs incurred due to your action or failure to act.

Claim requirements – rights and obligations

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

If there are a number of claims for property damage arising out of any one cause, we may pay you up to the maximum amount due under Section 1 (less any amounts we have already paid as compensation.). Once we have paid this, 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 we are required to settle a claim in order to comply with the law applying to any country in which this policy operates, and which we would not otherwise be required to pay because of a breach of policy conditions, we shall be entitled to recover the amount paid and any associated costs, from either yourself or the person who incurred the liability.

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.

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 will apply, at our absolute discretion, 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
- Not return to you any premium paid
- Cancel the policy
- Void the policy (which means to treat the policy as though it never existed)
- Cancel or Void any other ERS policies that you are connected with

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 and ensure they are aware that their personal details may be provided to us.

IQUW Syndicate Management Limited is the data controller in respect of your personal information. We will process the details you have given us in line with the UK's Data Protection laws and any other laws that apply. We may work with partner organisations and service providers who are located in other countries, and as a result your information may be processed outside the United Kingdom and the European Economic Area. In all cases we will make sure that your information is adequately protected. Whenever we transfer your personal information out of the United Kingdom we will ensure a similar degree of protection is afforded to it by making sure that adequate safeguards are implemented, including transferring the data to a country that has been deemed to provide an adequate level of protection for personal data, or ensuring the transfer is subject to the standard contractual clauses approved by the European Commission or other contracts or mechanisms which provide equivalent protection.

You can find more information about how we use your personal information on our website:
www.ers.com/policy-pages/privacy-policy

Where we collect your personal information

We might collect personal information about you from:

- You
- Your broker
- Your family members
- Your employer or their representative
- Other companies in the insurance market
- Credit reference agencies
- Anti-fraud databases, sanction lists, court judgement and similar databases
- Government agencies such as the DVLA and HMRC
- The publicly available electoral register
- In the event of a claim, third parties including the other party to the claim, witnesses, experts, loss adjusters, legal advisers and claims handlers
- Other publicly available sources of information including social media

How we use and disclose your personal information

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 details such as medical conditions or criminal convictions. The recipients of this information could include (but are not limited to) credit reference agencies, anti-fraud databases, other insurers, underwriters and other group companies who provide administration or support services. For claims handling, the recipients could include (but are not limited to) external claims handlers, loss adjusters, courts, legal and other expert advisers, and third parties who are involved in the claim. More information about these disclosures is set out below.

We purchase reinsurance to protect against the most significant claims made against motor insurance policies issued. Should such a claim arise under your insurance contract, we may disclose to our reinsurance broker and reinsurers, the details of the claim, including all personal and special category data related to the claim. That disclosure is necessary for the management of any reinsurance claim made by us and this practice of spreading risk is standard practice in the insurance market.

The Data Protection laws classify information about your medical conditions, disabilities and criminal convictions as 'special category' personal data which warrants extra protection. We will only share this kind of personal data where it is essential to administer your insurance contract or deal with any claims, or for anti-fraud purposes and will only be used in accordance with appropriate laws and regulations.

Most of the personal information you provide to us is needed for us to assess your request for insurance, to enter into the insurance contract with you and then to administer that contract. Some of the information is collected for fraud prevention purposes, as described below. If we need your consent to use any specific information, we will make that clear at the time we collect the information from you. You are free to withhold your consent or withdraw it at any time, but if you do so it may impact upon our ability to provide insurance or pay claims. Further details about the legal basis for our processing of personal information, and the disclosure we may make, can be found on our website: **www.ers.com/policy-pages/privacy-policy**

The personal information we may collect about you

Types of Personal Data	Details
Individual details	Name, address (including proof of address), other contact details such as email and phone numbers, gender, marital status, date and place of birth, nationality, employment status, job title, details of family members including their relationship to you
Identification detail	National insurance number, passport number, driving licence number, other relevant licences
Financial information	Bank account and/or payment details, income and other financial information
Policy information	Information about the quotes you receive and policies you take out
Telematics (where you use this technology)	Details of journeys made, locations, times and dates, driving behaviours and driving patterns
Credit and anti-fraud information	Credit history, credit score, sanctions and criminal offences, including information received from external databases about you
Previous and current claims	Information about previous and current claims (including under other insurance policies) which may include data relating to your health, disabilities, criminal convictions (including motoring offences) and in some cases surveillance reports; also, dashcam recordings where this technology is used; also, information collected from publicly available sources of information including social media.
Special categories of personal data	Health, disability, criminal convictions (including motoring offences)

Accepting and administering your policy

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.

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
- 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 your policy

Profiling

When calculating insurance premiums, we may compare your personal details against industry averages in accordance with applicable laws and regulations. Your personal information may also be used to create the industry averages going forwards. This is known as profiling and is used to ensure premiums reflect risk. Profiling may also be used to assess the information you provide so we can understand risk patterns.

Special categories of personal data may be used for profiling where this is relevant, such as medical history or past motoring convictions (including motoring offences).

We may also make some decisions (for example about whether to offer cover or what the premiums will be) without any intervention by our staff. These are known as automated decisions. You can find out more about how we make these decisions on our website: www.ers.com/policy-pages/privacy-policy. See also "Your Rights" below.

Motor Insurance Database (MID)

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, DVLA, DVLNI, 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 **askmid.com**.

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, your broker, your legal representative, others involved in the incident, their insurer, their solicitor or representative and medical teams, authorised repairers, the police or other

investigators. We also may have to investigate your claim and conviction history. This may involve external claims handlers, loss adjusters, legal and other expert advisers.

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).

Call recording

You should note that some telephone calls may be recorded or monitored, for example calls to or from our claims department, customer services team or underwriting department. Call recording and monitoring may be carried out for the following purposes:

- Training and quality control
- As evidence of conversations
- For the prevention or detection of crime (e.g., fraudulent claims)

Preventing or detecting fraud

We will check your information against a range of registers and databases for completeness and accuracy. We may also conduct searches of publicly available sources of information including social media to verify claims and detect and prosecute fraud. We may share your information with law enforcement agencies, legal advisers, investigators, 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, 30 Fenchurch Street, London EC3M 3BD

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.

Retention

We will keep your personal data only for as long as is necessary for the purpose for which it was collected. In particular, we will retain your information for as long as there is any possibility that either you or we may wish to bring a legal claim under or relating to your insurance, or where we are required to keep your information for legal or regulatory purposes.

Your rights

You have rights under the Data Protection laws including the right to access the information we hold about you (subject to any legal restrictions that may apply), to have the information corrected if it is inaccurate, and to have

it updated if it is incomplete. In certain circumstances you may have the right to restrict or object to processing, to receive an electronic copy of your data ("data portability") or to have your data deleted. You can also find out about any automated decisions we make that affect your insurance or premiums.

If you wish to exercise any of your rights, please contact us at:

Data Protection Officer

30 Fenchurch Street

London

EC3M 3BD

Email: **dpo@ers.com**

Further details about all the rights available to you may be found on our website: **www.ers.com/policy-pages/privacy-policy**

If you are not satisfied with our use of your personal data or our response to any request by you to exercise your rights in relation to your personal data, please contact **dpo@ers.com**

You also have a right to make a complaint to the Information Commissioner:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545745 (national rate)

Email: **casework@ico.org.uk**

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:

Address: 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**

Web: **fscs.org.uk**

IN THE EVENT OF AN ACCIDENT

01 Phone us immediately, preferably from the scene of the incident, using the 24 hour helpline number

02 Take photographs of damage to all vehicles and the scene of the accident, if safe to do so

03 Note the number of occupants in the other vehicle(s)

Phone us using the 24 hour helpline number on 0330 123 5992 which will allow us to arrange the following:

- **Roadside recovery for immobile vehicles**
- **Collection and repair if cover is comprehensive**
- **A free loan car or car derived van (subject to policy terms)**

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