

To report a claim, call:



0344 381 4420



0344 381 4463



0344 381 4461



0344 381 4462

Lines are open 24/7 all year round

UK manned call centre

IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- A like for like hire car
- Compensation for injury
- Recovery of other losses, such as loss of earnings

More information about legal cover can be found at: www.adrianflux.co.uk/legal-expenses
Our claimsline handlers will discuss your legal cover with you.

Reporting Fraudulent claims

If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

You can also report insurance fraud online at www.insurancefraudbureau.org/report



Providing
Equity Insurance

Your Policy Document - Number BCVA 0714

Van





Providing
Equity
Insurance

What is Equity Insurance?

For most of us, motor insurance is just a must-have. Yet for some, it is so much more than that; it's a way of taking care of what stands at the heart of their passion or livelihood.

We recognise that for these vehicle owners, standard insurance isn't enough. That's why we work exclusively with brokers to get under the skin of their customers, and to know what their vehicles mean to them. Then we can build products to help meet their needs.

This is a completely different approach to motor cover.

We call it **Equity Insurance**.

Your policy document

Welcome to your ERS policy document. To know exactly what your insurance covers with us, please make sure to read this document carefully. You should read it alongside any schedule, endorsement or certificate you've received from ERS too.

If you have any questions about your cover, please contact your broker directly.

This insurance is written in English and any communications we send you about it will be in English too.

The law of England and Wales will apply to this contract unless:

You and us agree otherwise; or

At the start date of the contract you are a resident of (or, in the case of a business, the registered office or principle place of business is in) the Channel Islands, in which case the law of that country will apply.

Our agreement – your Insurance

This document is a legally-binding contract of insurance between you (the insured) and us (ERS). The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information you provided in your signed proposal form or statement of fact. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium.

Signed for and on behalf of ERS



Mark Bacon
Active Underwriter





What to do if you have an accident

Nobody likes having to make a claim. But by following these two simple steps you can make sure it goes smoothly:

- Tell us about the claim as soon as you can. Please call us from the scene of the accident if it's safe to do so
- Take photographs of any damage to the vehicles involved.

Claims helpline – 0845 602 3367

- Call this number if you need to report an accident, fire or theft claim.
- We're open 24 hours a day, 365 days a year. Our expert staff will take down the details, and help you get back on the road as soon as possible.

Windscreen helpline – 0845 602 3378

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

You can count on us for all this:

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

Repairing your vehicle

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

We'll take care of everything:

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

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

Keeping your vehicle safe

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

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

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



If someone makes a claim against you

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

Don't apologise or admit it was your fault

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

Take photos of:

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

Make a note of:

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



Cover

The insurance cover you have

Your schedule shows you what cover you have. The different types of cover are listed below. Find the cover you have and see the sections that apply.

- Comprehensive (shown as COMP) – all sections apply.
- Damage and third party only (shown as DTPO) – sections 1, 2 (except fire and theft) and 3 apply.
- Damage, fire and theft (shown as DFT) – only section 2 applies. You can only have this cover if your vehicle is declared SORN (officially off the road) with the DVLA and is not being used.
- Third party, fire and theft (shown as TPFT) – sections 1, 2 (except accidental or malicious damage, flood damage or vandalism) and 3 apply.
- Third party only (shown as TPO) – sections 1 and 3 apply.
- Fire and theft (shown as FT) – only section 2 (except accidental or malicious damage, flood damage or vandalism) applies. You can only have this cover if your vehicle is declared SORN (officially off the road) with the DVLA and is not being used.

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



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Section 1 - Liability to others

Driving your vehicle

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

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

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

If there is a property-damage claim made against more than one person covered by this insurance, we will first deal with any claim made against you.

Other people driving or using your vehicle

In the same way you are insured, we will also cover the following people.

- Any person you allow to drive or use your vehicle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition.
- Any passenger who has an accident while travelling in or getting into or out of the insured vehicle, as long as you ask us to cover the passenger.

Legal personal representatives

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

Cover for principals

As far as is necessary to meet the requirements of any agreement or contract that you enter into to carry out work, if you ask, we will insure an agent or sub-contractor as long as they meet the terms and conditions of this insurance.



Costs and expenses

Duty of care – driving at work, legal costs

If we agree in writing, we will pay:

- up to £35,000 towards your legal fees and expenses for defending legal proceedings, including appeals; and
- up to £1,000,000 towards the cost of any prosecution awarded against you arising from any health-and-safety or criminal proceedings for breaking the:
 - Health and Safety at Work Act 1974;
 - Health and Safety at Work (Northern Ireland) Order 1978; or
 - Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide this cover:

- unless the proceedings relate to an actual or alleged act, failure to act or accident that happens during the period of insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with your business;
- unless the proceedings relate to an actual or alleged act, failure to act or accident arising from you, or a person on your behalf using, or you having or owning, a motor vehicle or trailer where compulsory insurance or security is required by the Road Traffic Act;
- for any proceedings which result from your deliberate act or failure to act; or
- where cover is provided by any other policy.

Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers. This cover only applies in the United Kingdom and we must provide it under the Road Traffic Act.

Towing

Under this section we will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will only provide this cover if:

- the caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment made for the purpose; and
- the method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law.

We will not pay any claim arising from:

- loss of or damage to the towed caravan, trailer or broken-down vehicle;
- loss of or damage to any property being carried in or on the towed caravan, trailer or broken-down vehicle;
- a caravan, trailer or broken-down vehicle being towed for reward;
- towing more trailers than the number allowed by law; or
- if more than one caravan or broken-down vehicle is being towed at any one time.



Exceptions to section 1

This section of your insurance does not cover the following.

1. Anyone who can claim for the same loss from any other insurance.
2. Loss of or damage to 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 while your vehicle is being used in or on restricted areas of airports or airfields. We will not pay any claim which involves an aircraft within the boundary of the airport or airfield.
5. Any legal responsibility arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, unless we need to provide the minimum insurance required by the Road Traffic Act.
6. Any legal responsibility, unless we need to provide the minimum insurance required by the Road Traffic Act, for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event.
7. 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.

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.



Section 2 - Loss of or damage to your vehicle

This cover only applies to your vehicle

We will insure your vehicle against loss or damage (less any excess that applies) caused by:

- accidental or malicious damage, flood damage or vandalism;
- fire, lightning, self-ignition and explosion; or
- theft or attempted theft, or taking your vehicle away without your permission.

For a claim under this section we may either:

- pay for the damage to be repaired;
- pay an amount of cash to replace the lost or damaged item; or
- replace the lost or damaged item.

The most we will pay will be either:

- the market value of your vehicle immediately before the loss (including its accessories), up to the value shown in your schedule, or, if it applies, the agreed value shown in your schedule; or
- the cost of repairing your vehicle; whichever is less.

We will not pay the cost of any repair or replacement which improves your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens, you must make a contribution towards the cost of repair or replacement.

Excesses

If an excess is shown in your schedule, you have agreed to pay that amount for each incident of loss or damage.

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

Windscreen damage (comprehensive cover only)

You may claim for damage to your vehicle's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen. The helpline number is 0845 602 3378.

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

The following excesses apply to a windscreen claim but there is no limit on the cost of the windscreen.

- If your windscreen is replaced by our approved supplier, you must pay the first £75 of any claim.
- If your windscreen is repaired by our approved supplier, you must pay the first £10 of any claim.
- If your windscreen is repaired or replaced by any other company, you must pay the first £125 of any claim.

A windscreen claim will not affect your no claim bonus.

Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including yourself) is driving, you will have to pay the first amount of any claim as shown below. This is on top of any other excess that you may have to pay.

Drivers	Amount
■ Under 21	£300
■ Aged 21 to 24	£200
■ 25 or over who has a provisional driving licence or has not held, for 12 months or more, a full driving licence issued by any country which is a member of the European Union.	£200

These amounts do not apply if the loss or damage is caused by fire or theft.



Recovery and redelivery

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

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

Repairs

If your vehicle is damaged in any way covered by this insurance, contact us immediately for advice and help about repairs.

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

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

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

Total loss (write-off)

If the cost of repairing your vehicle is greater than the market value of your vehicle, we will offer you an amount as compensation. The insurance for your vehicle will end when you accept that offer.

If we ask, you must send us your vehicle registration document (V5c), MOT certificate, receipt for buying the vehicle, all keys and any other relevant documents before we agree to settle the claim.

Once we have made a payment, your vehicle becomes our property.

You will not receive a refund of your premium if your insurance ends due to the total loss of your vehicle. If you pay your premium under the ERS instalment plan, we will take the amount you owe for the year's premium from the claim payment.

If the vehicle belongs to someone else, we will normally pay an amount to the vehicle's owner for the total loss of the vehicle.

If there is any outstanding loan on your vehicle, we may pay the finance company first. If our estimate of market value is more than the amount you owe them, we will pay you the rest. If our estimate of the market value is less than the amount you owe, you may have to pay them the balance.

If your vehicle is leased or on contract hire, we may pay the leasing or contract-hire company first. If our estimate of the market value is more than the amount you owe the leasing or contract-hire company, the amount we pay them will settle the claim. If our estimate of the market value is less than the amount you owe, you may have to pay them the balance.

When working out the value of the vehicle we may take into account any discount on the manufacturer's recommended retail price you received when buying the vehicle.

New van replacement

This cover only applies to vans with a gross vehicle weight of 3.5 tonnes or less.

We will replace your van with a new one of the same make, model and specification (if one is available) if your van 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 van 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 van 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 van agrees.



Audio, visual, communication, guidance or tracking equipment

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

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

When your vehicle is being serviced

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While your vehicle is in the hands of the motor trade for a service or repair, we ignore any restrictions on driving or use (as shown in your certificate of motor insurance).



Exceptions to section 2

This section of your insurance does not cover the following.

1. The amount of any excess shown in your schedule.
2. Any amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
3. Wear and tear.
4. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
5. Your vehicle's value reducing, including loss of value as a result of damage, whether the damage is repaired or not.
6. Repairs or replacements which improve the condition of your vehicle.
7. Damage to tyres, unless caused by an accident to your vehicle.
8. Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
9. Loss of or damage to accessories unless they are permanently attached to your vehicle.
10. Any amount over the last-known list price of any part or accessory or the cost of fitting any part or accessory if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom.
11. Loss of or damage to your vehicle as a result of deception.
12. Loss resulting from repossessing your vehicle and returning it to its rightful owner.
13. Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
 - it has been left unlocked;
 - it has been left with the keys in it;
 - it has been left with the windows, roof panel 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.



Section 3 – Foreign use

We will provide the minimum insurance needed by the relevant law 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.

We will provide the cover shown on your schedule when you visit any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein). There is no limit on the number of trips you make in any period of insurance but each trip must be for no more than 30 days.

This cover only applies if your permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and your visit to these countries is temporary.

Extra cover

If you want to travel to any other country, or want to extend the 30-day limit on any one trip, 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 cover so that the following benefits apply.

Insurance cover

We will extend your insurance to apply to claims which happen:

- in any country which we have agreed to provide cover for; and
- while 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.

Customs duty and other charges

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

- refund any customs duty you have to pay after temporarily importing your vehicle into any of the countries where you have cover;

- 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
- if your vehicle cannot be driven because of any loss or damage, we will pay the cost of delivering your vehicle to you at your address after the repairs have been made.

Section 4 – 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 5 – Personal accident benefits

We will pay the following amounts if you or your husband, wife or civil partner are involved in an accident and within three months of that accident it is the only cause of death or injury.

- | | |
|---|--------|
| ■ Death | £5,000 |
| ■ Loss of any limb | £1,500 |
| ■ Permanent loss of sight in one or both eyes | £1,500 |

The most we will pay in any period of insurance is £5,000.

To get a payment, the injury or death must:

- be directly connected with an accident involving your vehicle; or
- have happened when you or your husband, wife or civil partner were travelling in, or getting into or out of, any other private motor vehicle.

We will make the payment to you or your legal personal representative.

If you or your husband, wife or civil partner have any other insurance with us, we will only pay out under one contract.

This personal accident benefit does not apply to:

- anyone who is 70 or older at the time of the accident;



- death or bodily injury caused by suicide or attempted suicide; or
- incidents unless the insurance is in an individual's name.

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

Section 6 – Personal belongings

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

This personal belongings cover does not apply to:

- money;
- goods or samples connected with the work of any driver or passenger;
- property insured under any other contract; or
- property that was not reasonably protected.

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

Section 7 – Loss of keys and replacing locks

We will pay up to £300 if the keys for your vehicle are lost or stolen and have not been recovered. We will pay the cost of replacing the entry key and transponders, ignition and steering locks that can be opened or operated with the lost items. This applies as long as:

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

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



General terms

- *Extra matters to bear in mind*

Changing or adding a vehicle to this insurance

If you change the vehicle covered by this insurance, or get an extra vehicle which you want cover to apply to (including a temporary vehicle), you must tell us in writing and we must agree before cover can start. (We may ask you to return your certificate of motor insurance.) We will give you advice on any change in premium and we will send you a new schedule confirming our acceptance.

No claim bonus

If you have four or more years' no claim bonus and you make a claim during any period of insurance, we will reduce your no claim bonus to two years.

If you have three years' no claim bonus and you make a claim during any period of insurance, we will reduce your no claim bonus to one year.

If you have one or two years' no claim bonus and you make a claim during any period of insurance, you will lose your no claim bonus.

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

We will review your no claim bonus at each renewal and you cannot transfer it to another person.

Emergency medical treatment

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

Glass damage

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.



General exceptions

- *What your insurance does not cover*

These general exceptions apply to the whole insurance.

Your insurance does not cover the following.

1. Any legal responsibility, loss or damage arising while any vehicle covered by this insurance is being:
 - used for a purpose which your vehicle is not insured for;
 - driven by or is in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
 - driven by anyone (including you) who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence to drive your vehicle, does not keep to the conditions of their driving licence or is prevented by law from having a licence (unless they do not need a licence by law);
 - used on any race track, race circuit or toll road without a speed limit (such as the Nurburgring);
 - used for racing or pacemaking, used in any contest or speed trial or is involved in any rigorous reliability testing (apart from treasure hunts, road safety and non competitive rallies); or
 - used to carry any load which is more than it was built to carry or which is more than the maximum weight capacity (gross vehicle weight) set by the vehicle manufacturer.
2. Any legal responsibility, loss or damage that is also covered by any other insurance.
3. Any legal responsibility, loss or damage that happens outside the United Kingdom, other than where we have agreed to provide cover. Please see section 8 of this policy document.
4. Any legal responsibility you have accepted under an agreement or contract unless you would have had that responsibility anyway.
5. Any result of war, riot, revolution or any similar event unless we need to provide cover to meet the minimum insurance required by law.
6. Direct or indirect loss, damage or legal responsibility caused by, contributed to or arising from:
 - an earthquake;
 - riot or civil commotion in Northern Ireland or outside the United Kingdom (unless we need to provide cover to meet the minimum insurance needed by law);
 - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment;
 - carrying any dangerous substances or goods which you need a licence from the relevant authority for (unless we need to provide cover to meet the minimum insurance needed by law); or
 - pressure waves caused by aircraft and other flying objects.
7. Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.



General conditions

- *What we expect for your cover to be valid*

1. We will only provide the cover described in this insurance if:
 - anyone involved in or making a claim has met all the conditions in this document; and
 - the information you have given is, as far as you know, correct and complete.
2. 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 refusing your claim or the insurance not being valid.
3. If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end. If you or anyone acting on your behalf provides false or stolen documents to support a claim, we will not pay the claim and this insurance will end.
4. After any loss, damage or accident you must give us full details of the incident as soon as possible. You must also give us any information, 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.
5. You must send every communication about a claim (including any writ or summons) to us without delay and unanswered. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must not admit to, negotiate on or refuse any claim unless you have our permission.
6. You must take all reasonable steps to protect your vehicle from loss or damage, and to maintain it in an efficient and roadworthy condition. You must let us examine your vehicle at any reasonable time.
7. 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.
8. If we accept your claim, but disagree with the claim amount, the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
9. If this insurance does not meet your needs, you may cancel it by sending written notice and returning your documents (including the certificate of motor insurance) to us within 14 days of receiving them. As long as your vehicle has not been written off as a result of a claim under this insurance, we will return any premium. We will take off a charge equal to the period of cover you have had. This charge will be at least £25 plus insurance premium tax (IPT). The 14-day period applies to new policies and the renewing of existing policies.



10. You may cancel this insurance at any other time by telling us in writing and sending back your certificate of motor insurance and the schedule. If you have not made any claim in the current period of insurance, we will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below) to the date we receive your certificate. We will then refund to your broker the amount we owe you. If a claim has been made, we will not give you a refund.

Period you have had cover for	15 days to 1 month	up to 2 months	up to 3 months	up to 4 months	up to 6 months	up to 8 months	over 8 months
Percentage of annual premium covering that period	25%	30%	50%	60%	75%	90%	Full Premium
Percentage of refund	75%	70%	50%	40%	25%	10%	Nil

11. We or your broker may cancel this insurance by sending seven days' notice, in writing, to your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). We will refund the part of your premium which applies to the remaining period of the insurance. We will send this refund to your broker.

Your insurance may be cancelled because

- you have not paid a premium on an instalment plan;
- you or anyone else covered by this insurance has not met the terms and conditions of the insurance;
- you have not provided documentation requested by us or your broker (such as a copy of your driving licence or evidence of no claim bonus);
- a change in your circumstances means we can no longer provide cover;
- you misrepresent or fail to disclose information that is relevant to your insurance; or
- you harass any member of our staff or show abusive or threatening behaviour towards them.

This is not an exhaustive list.

12. If you have agreed to pay your premium under the ERS instalment plan, the following will apply.

- If you do not pay an instalment when the policy is due for renewal, all cover under this contract will end from that date. You must then return your certificate of motor insurance to us.
- If your vehicle is written off before you have paid all your instalments, and we agree to pay your premium, we will take from the claim payment the amount you owe for the year's premium.
- If you need to pay any extra premium during the period of insurance, it will be spread out over the remaining instalments due for that year. If you have already paid all your instalments, you must immediately pay any extra premium when it is due.

13. If there are a number of claims for property damage arising out of any one cause, we may pay you up to the maximum amount due under section 1. (We will take from this amount any amounts we have already paid as compensation.) When we pay this amount, we will withdraw from any further action connected with settling these claims. We will cover any legal costs and expenses paid with our permission, up to the time we withdraw from dealing with the claims.

14. If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.

15. 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.



Important notice

- *What to do if your circumstances change*

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

Here are some examples of the changes you should tell us about.

- A change of vehicle (including extra vehicles and any temporary vehicles).
- All changes you or anyone else make to your vehicle if these make your vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of job, including any part-time work by you or other drivers, a change in the type of business or having no work.
- A change in the purpose which you use your vehicle for.
- A new main user of your vehicle.
- Details of any driver you have not told us about before, or who is excluded by the certificate of motor insurance or an endorsement, but who you now want to drive.
- Details of any motoring conviction, disqualification or fixed-penalty motoring offence of any person allowed to drive or of any prosecution pending (where a case is being investigated but there is no conviction yet) for any motor offence.
- Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive.
- Details of any accident or loss (whether or not you make a claim) involving your vehicle or that happens while you are driving anyone else's vehicle.
- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether the driving licence has been restricted or not.



Endorsements

- Extra features that may apply to you

This appendix forms part of your insurance.

An endorsement only applies if the endorsement number is shown in your schedule. The endorsement wordings are shown in this appendix or in your schedule.

If an endorsement number in your schedule is followed by an amount, the specified endorsement will be limited to the amount shown.

If an endorsement number is followed by a vehicle registration number, the specified endorsement will only apply to your vehicle which has that registration number.

If an endorsement number is followed by a person's name, or a type of person, the specified endorsement applies only to that person or type of person.

Plain English Campaign's Crystal Mark does not apply to the following endorsements.

Endorsement number 01 – Damage, fire and theft excess

We will not pay the first amount shown in the schedule for any claim under section 2 of this document.

This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount which you may have to pay under this insurance.

Endorsement number 02 – Damage, fire and theft excess for specified people

We will not pay the first amount shown in the schedule for any claim under section 2 of this document for an event which happens while your vehicle is being driven by, or is in the charge of, the people named against this endorsement number.

This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount which you may have to pay under this insurance.

Endorsement number 03 – All sections excess

We will not pay the first amount shown in the schedule for any claim under this document.

You only pay the amount (called the 'excess') shown in this endorsement once for each incident, regardless of the number of claims which arise from that incident.

The term 'claim' includes any payment for costs, fees and other indirect expenses.

Endorsement number 04 – All sections excess for specified people

We will not pay the first amount shown in the schedule for any claim under this document for an event which happens while your vehicle is being driven by, or is in the charge of, the people named against this endorsement number.

You only pay the amount (called the 'excess') shown in this endorsement once for each incident, regardless of the number of claims which arise from that incident.

The term 'claim' includes any payment for costs, fees and other indirect expenses.

Endorsement number 05 – Amendment to cover

Your cover is limited to that shown against this endorsement number for any claim from an event which happens while the people named in the schedule are driving or in charge of your vehicle.

Endorsement number 09 – Deleted sections

Any section or part of a section shown by a number or description in the schedule does not apply to this insurance.

Endorsement number 11 – Drinks and drugs clause

If an accident, which happens when the person named against this endorsement number is driving the insured vehicle, results in that person being convicted of an offence involving drink or drugs, or an equivalent offence under the laws of other countries where this insurance provides cover, the cover we provide for that accident is limited to the minimum cover needed to meet the relevant law.



Endorsement number 12 – Driving exclusions

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age stated against this endorsement number.

Endorsement number 13 – Excluding inexperienced drivers

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person who has continuously held a full EU driving licence for less than 12 months.

Endorsement number 15 – Limited driving exclusion

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age shown against this endorsement number (other than a person named against this endorsement).

Endorsement number 16 – Individual certificates to apply

An effective certificate of motor insurance, specifying the Registration Mark of the vehicle, has been delivered to you.

Endorsement number 18 – Owner's endorsement

The person or organisation named against this endorsement number owns the vehicle.

Endorsement number 22 – Suspension of cover

All insurance under this document is suspended until further notice.

Endorsement number 23 – Suspension of cover other than fire and theft

All cover, except for fire and theft as provided by section 2 of this document, is suspended.

Endorsement number 24 – Theft excess

We will not pay the first amount shown in the schedule for any theft claim under section 2 of this document.

The amount shown is on top of any other amount which you may have to pay under this insurance.

Endorsement number 26 – Transfer of interest or change of title

If we agree to a change of title, or agree that you can transfer your insurance to another person, we will require a new proposal form or statement of fact to be completed. A revised policy schedule will be issued showing the change of information.

Endorsement number 36 – Damage cover for trailers

Section 2 of this document also applies to loss of or damage to any trailer (details of which have been given to us) while it is being used with your vehicle if:

- you have told us the value of the trailer;
- we are not liable for loss of or damage to any contents in the trailer; and
- the trailer is securely parked with the brakes on when it is not attached to your vehicle.

Endorsement number 37 – No claim bonus removed

The "No claim bonus" section of this document does not apply.

Endorsement number 40 – Unlimited audio, visual, communication, guidance or tracking equipment cover

The monetary limit for audio, visual, communication, guidance or tracking equipment is removed from section 2 of your policy document. Any amount you must pay towards the replacement costs stays the same.

Endorsement number 41 – Fire and theft excess

We will not pay the first amount shown in the schedule for any fire and theft claim made under section 2 of this document.

The amount shown is on top of any other amount which you may have to pay under this insurance.



Endorsement number 42 – ‘In all’ Excess

The young or inexperienced drivers excess shown in section 2 will not apply on top of the excess shown in endorsement number 02 for the person named against this endorsement number.

Endorsement number 43 – Joint liability clause

If this document is in the name of more than one person, we will cover each person as if an individual document had been sent to each. We will cover each against the liability of the other, as long as the liability, loss or damage is not covered by any other insurance.

Endorsement number 45 – Road Traffic Act cover – mechanical equipment

We will only provide you with the minimum cover, under section 1, needed to meet the relevant law whilst part of a vehicle (such as a crane or item of mechanical equipment) is being used for business purposes.

Endorsement number 46 – Premises use only

You are not insured while your vehicle is on any road or highway which the public has access to.

Endorsement number 47 – Limited road use

We will only cover you for up to 6 miles in any one week while your vehicle is on any road or highway which the public has access to.

Endorsement number 99

Wherever this endorsement number is shown in the schedule it will refer to an individual endorsement supplied with your schedule or which has already been issued to you.



Delivering quality insurance solutions

- How to make a complaint if things go wrong

Our promise to you

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

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive. The address is ERS Governance Affairs, PO Box 3937, Swindon, SN4 4GW. Tel: 0845 268 0279 Email: complaints@ers.com

If you are not satisfied with our response you may ask the Policyholder & Market Assistance department at Lloyd's to review your case. The address is Policyholder and Market Assistance, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN. Tel: 020 7327 5693. Email: complaints@lloyds.com

If you are still not satisfied after contacting Lloyd's, you can refer your complaint to the Financial Ombudsman Service (FOS.) The address is The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0800 023 4567. Email: complaint.info@financial-ombudsman.org.uk

This does not affect your right to take legal action.

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

About ERS

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

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

Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at www.fscs.org.uk.



Definitions

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

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

- **Accessories** - parts added to your vehicle that do not affect its performance.
- **Certificate of motor insurance** - a document which is legal evidence of your insurance and which forms part of this document, and which you must read with this document.
- **Endorsement** - a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the schedule or a revised schedule.
- **ERS** - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only legally responsible for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.
- **Excess** - a contribution by you towards a claim under this insurance.
- **Market value** - the cost of replacing your vehicle with another one of the same make, model and specification and of similar age, mileage and condition at the time of an accident or loss.
- **Period of insurance** - the period of time covered by this insurance (as shown in the schedule) and any further period we accept your premium for.
- **Road** - any place which is a road for the purpose of any compulsory motor insurance law that operates in the United Kingdom.
- **Schedule** - the document showing the vehicle we are insuring and the cover which applies.
- **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' in the schedule, or as 'the policyholder' in any certificate of motor insurance or renewal notice applying to this insurance.
- **Your vehicle, the insured vehicle** - any vehicle shown in the schedule or described in the current certificate of motor insurance (and under section 1 only, an attached caravan or trailer).



Data Protection Notice

- How we look after your personal information

This section contains important information about your personal details. For your insurance policy to be valid you must make sure to read this section and accept the terms. Please make sure to show it to anyone covered by the policy.

We will process the details you have given us in line with the Data Protection Act 1998 and any other laws that apply. Your information may also be processed outside the European area. In all cases we will make sure that your information is protected.

To assess the terms of your insurance contract, or to deal with any claims, we may need to share information like your name, address, date of birth and it could include details of any medical conditions or criminal convictions. The Data Protection Act 1998 classifies this kind of information as 'sensitive'. We can pass this information on to other organisations that we have carefully chosen as well as other companies in the ERS group.

If you pay your premiums via a credit facility, we may share your information with credit reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money. We share information with other insurers, certain government organisations and other authorised organisations. The next three pages give you all the reasons why we might share your information.

Insurance underwriting

We look at the possible risk in relation to your prospective policy (or anyone else involved in the policy) so that we can:

- Consider whether to accept a risk;
- Make decisions about providing and dealing with insurance and other related services for you and members of your household;
- Set price levels for your policy;
- Confirm your identity to prevent money laundering; and

- Check the claims history for you or any person or property likely to be involved in the policy or a claim at any time. We may do this:
 - When you apply for insurance;
 - If there is an accident or a claim; or
 - At the time you renew the policy.

Preventing or detecting fraud

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

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

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

If you give us false or inaccurate information:

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

Cheat line

To protect our policyholders, we are members of the Insurance Fraud Bureau (IFB). If you suspect insurance fraud is being committed, you can call them on their confidential cheat line on 0800 422 0421.



Keeping to legal responsibilities

Managing claims

If you make a claim, we may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claim and conviction history.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not result in a claim. When you tell us about an incident, we will pass information relating to it to IDSL.

Motor Insurance Database

Information about your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). Certain government or authorised organisations including the police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other organisations allowed by law may use the MID and the information stored on it for purposes including:

- Continuous Insurance Enforcement (you can get information about this from the Department of Transport);
- Electronic vehicle licensing;
- Law enforcement for the purposes of preventing, detecting, catching or prosecuting offenders; and
- Providing government services or other services aimed at reducing the level of uninsured driving.

If you are involved in a road-traffic accident (either in the UK, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to gather relevant information. Anyone making a claim for a road-traffic accident (including their appointed representatives and citizens of other countries) may also gather relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is not shown correctly on the MID, you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

Managing complaints

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

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