

# 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](http://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](http://www.insurancefraudbureau.org/report)

# Learner Driver Policy Document



Providing Equity Insurance

## Your policy document

Welcome to your ERS Learner Driver 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 as 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

## Introduction

The policy is designed to provide cover only for you whilst learning to drive in a car which is owned by you, a friend or a member of your family. If you do not own the car you are learning to drive in, the owner and keeper must insure the car separately throughout the duration of this insurance.

This policy document and schedule describe the legal contract between you and us and it is important that you read them carefully to ensure they meet your needs.

## Important information regarding your learner driver policy

- **You must notify your broker immediately when you pass your driving test.**
- **If you are not the registered owner and keeper of the insured vehicle, the owner and keeper must have their own valid insurance policy in force throughout the duration of this insurance.**
- **No Claims Bonus is only earned on 12 month (annual) policies. If a 12 month policy is cancelled before the renewal date, you will not earn any No Claims Bonus.**

## Data protection notice

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 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](http://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.

## Definitions

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.
- **Territorial Limits** - the United Kingdom.
- **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.

# Contents

- Summary of Cover ..... 7
- Section 1 – Liability to others..... 8
- Section 2 – Loss of or damage to the insured vehicle ..... 9
- Section 3 – Glass cover ..... 12
- Section 4 – Medical expenses ..... 12
- Section 5 – Personal accident..... 12
- Section 6 – Personal belongings ..... 13
- Section 7 – Loss of keys and replacing locks ..... 13
- Section 8 – Permitted drivers and use of the insured vehicle ..... 13
- Section 9 – After completing your DSA practical driving test..... 14
- General Exclusions ..... 15
- General Conditions..... 17
- Cancellation ..... 19
- Making a Claim ..... 20
- Delivering Quality Insurance Solutions..... 22
  - About ERS ..... 22
- Financial Services Compensation Scheme (FSCS) ..... 22

**IMPORTANT: Please note that if you are NOT the registered owner and keeper of the vehicle insured on this policy then Sections 3,4,5,6 and 7 DO NOT apply.**

## Summary of Cover

The table below shows the sections of this policy booklet which apply, in accordance with the level of cover stated in your policy schedule:

Section Description	Cover Applicable	
	Comprehensive	Third Party, Fire & Theft
<b>Section 1</b> – Liability to others	Yes	Yes
<b>Section 2</b> – Loss of or damage to the insured vehicle:		
<b>A.</b> Accidental damage	Yes	No
<b>B.</b> Malicious damage and vandalism	Yes	No
<b>C.</b> Fire, self-ignition, lightning or explosion	Yes	Yes
<b>D.</b> Theft or attempted theft	Yes	Yes
<b>Section 3</b> – Glass cover	Yes	No
<b>Section 4</b> – Medical expenses	Yes	No
<b>Section 5</b> – Personal accident	Yes	No
<b>Section 6</b> – Personal belongings	Yes	No
<b>Section 7</b> – Loss of keys and replacing locks	Yes	No
<b>Section 8</b> – Permitted drivers and use of the insured vehicle	Yes	Yes
<b>Section 9</b> – After completing your DSA practical driving test	Yes	Yes

The sections entitled ‘**General Exclusions**’ and ‘**General Conditions**’ within this policy booklet apply to your policy whatever cover you have.

**IMPORTANT: Please note that if you are NOT the registered owner and keeper of the vehicle insured on this policy then Sections 3,4,5,6 and 7 DO NOT apply.**

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

## Section 1 – Liability to others

### What is covered under this section

#### 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 and unloading it.

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

The most we will pay for property damage is £20,000,000 for any claim or claims arising out of one incident. We will pay up to £5,000,000 for any costs and expenses arising out of a claim or claims arising from one incident.

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

#### Other people driving or using your vehicle

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

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

#### Legal costs

If we first agree in writing, we will pay:

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

We will only pay these legal fees if they arise from an accident that is covered under this insurance.

The most we will pay for legal costs is £35,000 for any claim or claims arising out of one incident.

### What is not covered under this section

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.

This exception:

- relates to contamination or pollution caused directly or indirectly by any substance, liquid, vapour or gas leaking or being released; and
- includes contamination or pollution of any building or other structure, water, land or the air.

We will not pay for claims arising directly or indirectly from contamination or pollution if it is caused by any substance, liquid, vapour or gas being deliberately released or leaks caused by the failure to maintain or repair your vehicle, or any part of it.

- 7) Death, bodily injury or damage 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 the insured vehicle

### What is covered under this section

#### **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
- 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.

#### **Ownership of the vehicle**

**If the insured vehicle is owned by someone else or is subject to a hire purchase or lease agreement and is declared a total loss, any payments we make will instead be made to the owner of the vehicle.**

**The maximum amount we will pay is the market value of the insured vehicle, less any policy excess which is applicable. We are not responsible for any amount owing to the finance or leasing company (if applicable) after we have settled your claim.**

#### **Excesses**

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

#### **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.

Learner Driver Insurance Policy

ERS AFLD 0814

**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 an instalment plan, the amount you owe for the year's premium will be taken from the claim payment.

If the vehicle belongs to someone else, we will normally pay an amount to the vehicle's owner from 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 the 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 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**

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, provided that you are the registered owner and keeper of the insured vehicle.

The maximum amount we will pay under this section is 10% of the insured vehicle's market value up to a maximum of £400 for any claim arising out of the one incident.

**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).

## What is not covered under this section

1. The policy excess which applies under this section of the policy;
2. Any claims for loss of or damage when the insured vehicle is not registered to you, if it is not insured on a separate policy by the registered owner and keeper.
3. Wear, tear and depreciation of the insured vehicle;
4. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment;
5. Damage to the tyres of the insured vehicle caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this policy;
6. Damage to the insured vehicle caused by filling its fuel tank with the incorrect fuel;
7. Loss or theft of petrol or diesel fuel;
8. Damage caused by the freezing of liquid in the cooling system of the insured vehicle unless you have taken all reasonable precautions as recommended by the vehicle manufacturer;
9. Loss of or damage to the insured vehicle caused as a result of its legal impounding or destruction by order of any government or public authority;
10. Loss of or damage to the insured vehicle which was caused deliberately by you or any other person insured on this policy;
11. Loss of or damage to the insured vehicle if it is taken, used or driven without your permission by a spouse or civil partner, partner, boyfriend or girlfriend, member of the family or household of a permitted driver;
12. Loss of or damage to the insured vehicle if it is involved in a theft or attempted theft and the incident has not been reported to the police and a crime reference number obtained;
13. Loss of or damage to the insured vehicle by fraud, trickery or deception e.g. by someone claiming to be a buyer, a buying or selling agent, or by accepting a form of payment which a bank or building society will not authorise;
14. Loss of or damage to the insured vehicle if it is unoccupied and any of the following applies:
  - It has been left unlocked;
  - It has been left with the keys in, on or in the vicinity of the insured vehicle;
  - If the keys of the insured vehicle are not securely stored e.g. if they are stored or placed in any location or premises to which the public has access or are displayed in view of the public;
  - It has been left with the windows, sunroof or the roof of a convertible vehicle open; or
  - If reasonable precautions have not been taken to protect it.
15. Liability for any further damage which is caused by driving, or attempting to drive, the insured vehicle if damaged or in an un-roadworthy condition;
16. Any reduction in the value of the insured vehicle following damage, whether repaired or not;
17. The cost of repairing, replacing or improving any parts of the insured vehicle if they have not been damaged;
18. The cost of repairing or replacing any non-standard parts fitted to the insured vehicle;
19. The cost of replacing locks or keys if the keys to the insured vehicle are lost or stolen;
20. Loss of or damage to any portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in the insured vehicle;
21. Compensation for any costs incurred as a result of not being able to use the insured vehicle following loss or damage;
22. Loss of or damage to the insured vehicle outside of the territorial limits;
23. Costs which exceed the market value of the insured vehicle or the value declared on your policy schedule if the market value is more.

## Section 3 – Glass cover

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

### **Windscreen damage (comprehensive cover, annual policies 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;

- 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.

Cover is limited to a maximum of £1,000 including VAT for any one claim (before taking into account any compulsory excess you must pay). A total limit of £1,000 applies for all claims made in any one period of insurance.

If you need to report a glass claim please call **0845 602 3378**.

## Section 4 – Medical expenses

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

We will pay up to £200 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.

## Section 5 – Personal accident

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

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

- Death £7,000
- Loss of any limb £5,000
- Permanent loss of sight in one or both eyes £5,000

The most we will pay in any period of insurance is £7,000.

To get a payment, the injury or death must:

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

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

If you or your husband, wife or civil partner has 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;
- a person not wearing a seatbelt (where they need to by law); or
- if a person is convicted of driving under the influence of drink or drugs at the time of the accident.

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

## Section 6 – Personal belongings

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

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;
- child seats or child booster seats;
- theft of any property which is in an open or convertible vehicle, unless it is kept in a locked luggage compartment; or
- property that was not reasonably protected.

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

## Section 7 – Loss of keys and replacing locks

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

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.

## Section 8 – Permitted drivers and use of the insured vehicle

**The following driving limitations apply to this policy:**

Driving under this policy is restricted to you in person and up to two named drivers aged 35 or over, who have held a full EU driving licence in excess of three years.

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

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

**Use of the insured vehicle**

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

## Section 9 – After completing your DSA practical driving test

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

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

## General Exclusions

### Use and drivers

We will not pay for any loss, damage or legal responsibility caused in any of the following circumstances whilst the insured vehicle is being used or driven:

- For a purpose not permitted on your Certificate of Insurance;
- In any race, rally, competition, trial or similar motoring event;
- On any race, rally, test circuit or on any off-road course or ground;
- By any person who is not stated in the “persons or classes of persons entitled to drive” section on your Certificate of Insurance unless the vehicle has been stolen;
- By a person who is disqualified from driving or is not complying with any terms or conditions that apply to their licence;
- With a load or a number of passengers which is unsafe;
- When carrying a load which is not secure;
- Outside the Territorial Limits
- By you, if you hold a provisional driving licence, and are not accompanied by another person over 25 years old who has held their full EU driving licence for a minimum of 3 years.

### Other contracts

We will not pay for any legal responsibility you have under an agreement or contract unless you would be liable anyway if the agreement or contract did not exist.

### War, earthquake, riot and terrorism

We will not pay for any loss, damage or legal responsibility that is directly or indirectly caused by, contributed to or arising from:

- war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority;
- an earthquake;
- acts of terrorism as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

However, we will provide any legal responsibility that is required under the current Road Traffic Act.

### Nuclear/radioactive contamination

We will not pay for any loss, damage or legal responsibility that is directly or indirectly caused by, contributed to or arising from:

- Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste;
- Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

### Pollution

We will not pay for any loss, damage or legal responsibility that is directly or indirectly caused by, contributed to or arising from pollution or contamination.

### Hazardous goods

We will not pay for any loss, damage or legal responsibility that is directly or indirectly caused by, contributed to or arising from the carriage of explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances.

### Airport use

We will not pay for any loss, damage or legal responsibility arising whilst the insured vehicle is in:

- Any place where aircraft take off, land or park including any associated service roads;
- A refuelling area, ground equipment areas or the Customs examination areas of international airports.

**Sonic bangs**

We will not pay for any loss, damage or legal responsibility caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

**Criminal acts**

We will not pay for any loss, damage or legal responsibility caused while the insured vehicle is being used by you or any other insured person for any criminal activity.

# General Conditions

## Your duty

We will only provide the cover as set out in this policy if:

- You and any other person(s) insured by this policy keep to the terms and conditions as set out in this document and with any endorsements that are stated in your policy schedule;
- All of the information provided on the proposal form or statement of fact declaration and any information provided since is complete and correct to the best of your knowledge and belief, and that you have not misrepresented any such information you have supplied.

If any of the above conditions are not met then we may reject a claim in full, reduce the payment of a claim or your policy may be cancelled or treated as if it never existed.

## Safety and security of the insured vehicle

You and any other person insured by this policy must take all reasonable precautions to:

- Keep the insured vehicle in a safe and roadworthy condition;
- Protect the insured vehicle from loss or damage;
- Ensure the insured vehicle has a valid MOT test certificate if required to do so by law.

## Other insurance

If any other insurance covers you for the same loss, damage or legal responsibility covered under this policy, we will only pay our share of the claim.

## Changes in circumstances

You must tell us as soon as possible about any changes to the information you provided at the time you took out this policy or during the policy cover. Examples of such changes include but are not limited to:

- changing or selling the insured vehicle;
- changing the insured vehicle's registration number;
- modifying the insured vehicle from the manufacturer's original specification;
- changing the purpose that the insured vehicle is used for;
- changing the drivers that are insured on this policy;
- if any of the drivers insured on this policy are convicted of a motoring or criminal offence (including fixed-penalty offences);
- if any of the drivers insured on this policy has their driving licence revoked;
- if any of the drivers insured on this policy develops a medical condition that may affect their ability to drive;
- if any of the drivers insured on this policy changes occupation or becomes unemployed;
- if you change your address or the address of where the insured vehicle is kept overnight.

If you do not tell us about any changes then your policy cover may be affected (which may also affect the payment of a claim) or your policy may become invalid.

## Administration fee

If you make a permanent change to your policy during the current period of insurance we will charge you an administration fee of £20 excluding Insurance Premium Tax (please note that your Broker may also apply an administration fee). If a permanent change is made this fee will be in addition to any alteration in your insurance premium. If the change results in a return premium which is below £25 after our administration fee has been applied, there will be no refund given.

**Claims handling**

- You must tell us without delay about any event that could lead to a claim.
- You must immediately send us unanswered any letter, claim, writ or summons you receive together with a completed accident report form.
- You must give us all the information and assistance we require to deal with the claim and you or the person driving must not accept responsibility for any claim against you or make any offer or promise to pay a claim.
- You must fully co-operate with any third party service providers we (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to you upon request).
- We are entitled to take over, defend or settle any claim under this policy in the name of you or any other person covered by this policy and we are entitled to take legal action in any such name to recover any payments we make.
- Should we refuse indemnity in respect of an accident due to any omission, misstatement or non-disclosure, but have a legal responsibility to pay a claim under the Road Traffic Act, then we will reserve the right to settle such claims or judgments, without prejudice to our position under this policy, and seek reimbursement of all payments we make from you.
- If we are required to pay a claim under the law of any country covered by this policy which we would not otherwise be liable to pay, we will seek reimbursement of any costs from you or the person who incurred the legal responsibility.

**Fraudulent claims**

We will not pay for any loss, damage or legal responsibility if you or any other person covered by this policy or anyone acting for you makes a claim that is fraudulent or exaggerated in any way, makes a false statement or provides false or stolen documents to support a claim. In such circumstances we will cancel this insurance contract without refunding any premium and will seek to recover any costs that we have incurred.

## Cancellation

### Cancellation of your policy by us

We or your broker may cancel this insurance by sending 7 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 the 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 had 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.

It is an offence under the Road Traffic Act not to return the current Certificate of Insurance or confirm surrender of this document in writing if this policy is cancelled.

### Cancellation of your policy by you

You may cancel this policy at any time either by returning the current Certificate of Insurance or by confirming the surrender of this document in writing to your Broker. If a claim has not been made in the current period of insurance, a refund will be given based on the annual premium in accordance with the following scale:

Policy Length	Period of Cover	Refund
<b>1 or 2 months</b>	N/A	No refund
<b>3 months</b>	Period not exceeding 1 month	50%
	Over 1 month	No
<b>4 or 5 months</b>	Period not exceeding 1 month	50%
	Period not exceeding 2 months	25%
	Over 2 months	No
<b>6 months</b>	Period not exceeding 1 month	50%
	Period not exceeding 2 months	25%
	Period not exceeding 3 months	10%
	Over 3 months	No
<b>12 months</b>	Period not exceeding 1 month	75%
	Period not exceeding 2 months	60%
	Period not exceeding 3 months	50%
	Period not exceeding 4 months	40%
	Period not exceeding 5 months	30%
	Period not exceeding 6 months	25%
	Period not exceeding 7 months	20%
	Period not exceeding 8 months	10%
Over 8 months	No	

### **Cooling-off period - your right of cancellation**

Once you have entered into this insurance contract with us, you are entitled to 14 days to decide whether you wish to proceed. This 14 day period will commence from either the inception date of the contract or the date on which you receive the full terms and conditions of the contract, whichever is later.

**If you wish to cancel this policy you must return either the current Certificate of Insurance, or confirm the surrender of this document in writing to your broker within this 14 day period. Provided a claim has not been made, a pro-rata charge will be made for the period of cover we have provided plus an administration fee of £25 excluding Insurance Premium Tax (please note that your broker may also apply an administration fee).**

## **Making a Claim**

### **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 a claim as soon as possible. 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 – 0844 888 7360**

- 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 keep costs down
- sophisticated tools to help claims go smoothly.

#### **Repairing your vehicle**

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

We'll take care of everything:

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

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

## Keeping your vehicle safe

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

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

- It has been left unlocked;
- It has been left with the keys in, on or in the vicinity of the insured vehicle;
- If the keys of the insured vehicle are not securely stored e.g. if they are stored or placed in any location or premises to which the public has access or are displayed in view of the public;
- It has been left with the windows, sunroof or the roof of a convertible vehicle open; or
- If reasonable precautions have not been taken to protect it.

## If someone makes a claim against you

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

### **Don't apologise or admit it was your fault**

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

### **Take photos of:**

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

### **Make a note of:**

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

# Delivering Quality Insurance Solutions

## **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 the Chief Executive. The address is ERS Governance Affairs, PO Box 3937, Swindon SN4 4GW. Phone: 0845 268 0279 Email: [complaints@ers.com](mailto:complaints@ers.com)

If you are still not satisfied with our response you may ask the Policyholder and Market Assistance department at Lloyd's to review your case. The address is Policyholder & Market Assistance, Lloyd's, One Lime Street, London EC3M 7HA. Phone: 0207 327 5693 Email: [complaints@lloyds.com](mailto: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. Phone from landline: 0800 0234 567 Phone from mobile: 0300 1239 123 Email: [complaint.info@financial-ombudsman.org.uk](mailto: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, you should give us 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](http://www.fscs.org.uk).