

Your Policy Document - Number ACCOM 0116

## Commercial Vehicle





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**.

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## Your policy document

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

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

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

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

- You and we agree otherwise; or
- At the start date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply.

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## Our agreement – your Insurance

This policy document, Certificate of motor insurance, schedule, any schedule of endorsements and the information you or your representative have supplied form the contract of insurance between you (the insured) and us (ERS).

You should read all parts of the contract as one document. Please remember to read the contract carefully, including all terms, conditions and exceptions to ensure it meets your needs.

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

Signed for and on behalf of ERS



Mark Bacon  
Active Underwriter





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## Contents

Definitions	5
What to do if you need to make a claim	6
Cover	8
Section 1 — Liability to others	9
Section 2 — Loss of or damage to your vehicle	12
Section 3 — Foreign use	16
Section 4 — Medical expenses	16
Section 5 — Personal belongings	16
Section 6 — Loss of keys and replacing locks	16
General terms	17
General exceptions	20
General conditions	21
Cancellation	22
Misrepresentation	22
Important notices and Information	24
Delivering quality insurance solutions	26
Your accident and third party cards	27



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## Definitions

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

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



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## What to do if you need to make a claim

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

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

### Claims helpline – 0330 123 5991

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- 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 – 0345 602 3378

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- 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:

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- 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

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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

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

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

- It was left unlocked; or
- It was left with the keys in or on it; or
- It was left with the windows, roof panel or the roof of a convertible vehicle open (if your vehicle has these); or
- Reasonable precautions were not taken to protect it.

Your Accident and Third Party Accident Cards are included at the back of this document, for use in the event of a claim.



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## **If someone makes a claim against you**

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

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

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

### **Take photos of:**

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

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

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



## Cover

### The insurance cover you have

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

Section Name	Comprehensive	Accidental Damage Fire & Theft	Accidental Damage & Third party Only	Third party Fire & Theft	Fire & Theft	Third Party Only
<b>Section 1 - Liability to others</b>	✓	✗	✓	✓	✗	✓
<b>Section 2 - Loss of or damage to your vehicle*</b>	✓	✓	✓	✓	✓	✗
Accidental damage -----	✓	✓	✓	✗	✗	✗
Malicious damage -----	✓	✓	✓	✗	✗	✗
Fire -----	✓	✓	✗	✓	✓	✗
Flood -----	✓	✓	✓	✗	✗	✗
Theft -----	✓	✓	✗	✓	✓	✗
Vandalism -----	✓	✓	✓	✗	✗	✗
Windscreen -----	✓	✗	✗	✗	✗	✗
<b>Section 3 - Foreign Use</b>	✓	✗	✓	✓	✗	✓
<b>Section 4 - Medical expenses</b>	✓	✗	✗	✗	✗	✗
<b>Section 5 - Personal belongings</b>	✓	✗	✗	✗	✗	✗
<b>Section 6 - Loss of keys and replacing locks</b>	✓	✗	✗	✗	✗	✗

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

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





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## Section 1 – Liability to others

### **Driving your vehicle**

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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**

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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**

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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**

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As far as is necessary to meet the requirements of any agreement or contract entered into by you for the performance of work, we will insure the principal at your request - provided the principal complies with the terms and conditions of this insurance in so far as they can apply.



## Costs and expenses

### Legal costs

In respect of any event which is covered under this Section, if we first agree in writing, we will arrange and 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 enquiry 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 the United Kingdom 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

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

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

## Towing

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

We will only provide this cover if:

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

We will not pay any claim arising from:

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



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## 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 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.
5. 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.

6. 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.
7. Death, bodily injury or damage arising out of crop spraying.



## 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 (including its accessories), immediately before the loss; up to the value shown on your schedule; or
- the cost of repairing your vehicle;

whichever is less.

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

### Excesses

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

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

### 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 0345 602 3378.

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

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

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

If the only claim you make is for broken glass in your vehicle's windscreen or windows, including bodywork scratched by the breakage, it will not affect your no claim bonus.

### Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced driver (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 years of age	£300
■ Aged 21 to 24 years	£200
■ Aged 25 years 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

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

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

## Repairs

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

If your vehicle cannot be driven safely, you should allow us the opportunity of moving it to the premises of an approved repairer or repairer of your choice if previously agreed by us.

If repairs are completed without our prior knowledge and consent this may affect the amount we pay in final settlement of your claim. In all circumstances, any party handling repairs to an insured vehicle should retain for our inspection: a fully costed estimate, all damaged parts and images of the damaged areas of the insured vehicle. Failure to do so may affect your right to claim for the cost of damages under the terms of this policy.

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

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

## 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 in settlement of your claim. The insurance for your vehicle will end when you accept that offer.

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

When deciding whether your vehicle is a total loss, we use the Association of British Insurers (ABI) Code of Practice for the Disposal of Motor Vehicle Salvage.

**Category A: Scrap only** - Your vehicle suffers extensive damage with few or no salvageable parts and is of value as scrap metal only.

**Category B: Break for spare parts** - Your vehicle should not be repaired e.g. heavy damage, bent chassis.

**Category C: Repairable** - Your vehicle can/should be repaired but repairs exceed your vehicle's pre-accident value.

**Category D: Repairable** - Your vehicle can/should be repaired and repairs do not exceed your vehicle's pre-accident value.

You will not receive a refund of premium if your insurance ends due to the total loss of your vehicle. If your vehicle is classed as a category C or category D total loss, you may retain your vehicle and the policy will, at your request, continue.

Any settlement will be less any excess and less the value of the salvage.

The value of the salvage will be determined by us.

Should your vehicle be involved in a further incident, we will not provide any cover unless you can evidence that your vehicle had been restored to its pre total-loss condition before this incident.

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

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

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 or finance on your vehicle, we may pay the finance company up to the amount of the outstanding loan or finance 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.



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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 that you received when you purchased the vehicle.

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

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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 £400 for any equipment that was not part of your vehicle when it was originally made.

#### **When your vehicle is being serviced**

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

#### **Articulated vehicles**

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

If the combined value of the power unit and semi-trailer is greater than the last total value of your vehicle you told us about (and we accepted) we will only pay the value shown in your schedule.



## Exceptions to section 2

**This section of your insurance does not cover the following.**

1. The amount of any excess shown on your schedule.
2. Any amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
3. Wear and tear.
4. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
5. Your vehicle's value reducing, including loss of value as a result of damage, whether the damage is repaired or not.
6. Repairs or replacements which improve the condition of your vehicle.
7. Damage to tyres, unless caused by an accident to your vehicle.
8. Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
9. Loss of or damage to accessories unless they are permanently attached to your vehicle.
10. Any amount over the last-known list price of any part or accessory or the cost of fitting any part or accessory if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom.
11. Loss of or damage to your vehicle as a result of deception.
12. Loss resulting from repossessing your vehicle and returning it to its rightful owner.
13. Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
  - it has been left unlocked;
  - it has been left with the keys in it or on it;
  - it has been left with the windows, roof panel or the roof of a convertible vehicle open; or
  - you have not taken reasonable precautions to protect it.
14. Loss of or damage to your vehicle resulting from a member of your immediate family, or a person living in your home, taking your vehicle without your permission, unless that person is convicted of theft.
15. Loss of fuel.



## 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.
- 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.

### Extra cover

If you want to travel to any other country, or want full policy cover when you travel abroad, you must contact your broker. If we agree to extend your cover, and you pay any extra premium that we ask for; we will extend your insurance to apply in any country for which we have agreed to provide cover.

### Customs duty and other charges

If your vehicle suffers any loss or damage covered by this insurance, and your vehicle is in any country 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
- pay the cost of delivering your vehicle to you at your address after the repairs have been made if your vehicle cannot be driven because of any loss or damage.

## Section 4 – Medical expenses

We will pay up to £100 for each person for the medical expenses of anyone who is injured while they are in your vehicle as a result of an accident involving your vehicle.

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

## Section 5 – 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, stamps, tickets and documents;
- 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 6 – 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.






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## General terms

- *Extra matters to bear in mind*

### No claim bonus

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For each claim during a single period of insurance, the No Claims Bonus available at renewal will be reduced in accordance with our current step-back procedure scale as shown under the 'Protected no claim bonus (PNCB)' section on the next page.

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

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

You cannot transfer your no claim bonus to another person.

Number of Years NCB	Average NCB Discount in year	Average PNCB Cost
0	0%	N/A
1	20%	N/A
2	33%	N/A
3	36%	N/A
4	40%	5%
5	43%	5%
6	45%	5%
7	49%	5%
8	51%	5%
9 +	51%	5%



**Protected no claim bonus (PNCB)**

PNCB is only available subject to the appropriate premium being paid and you having earned 4 or more years no claims bonus. If your policy includes PNCB, this will be shown on your schedule.

No claims bonus protection does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident even if you were not at fault.

No claims bonus protection allows you to make one or more claims before your number of no claims bonus years falls. Please see the step-back procedure (below) for details.

If your NCB at renewal is 3 years or less, you will not be able to protect your NCB for the forthcoming period of insurance.

Step-back Procedure	No Claims Bonus at next ERS renewal date <b>without</b> NCB protection				No Claims Bonus at next ERS renewal date <b>with</b> NCB protection			
	Prejudicial Claim(s) in the next 12 months				Prejudicial Claim(s) in the next 12 months			
Number of Years NCB at inception or latest ERS renewal	none	1	2	3 or more claims	none	1	2	3 or more claims
0	1	0	0	0	N/A	N/A	N/A	N/A
1	2	0	0	0	N/A	N/A	N/A	N/A
2	3	0	0	0	N/A	N/A	N/A	N/A
3	4	1	0	0	4	N/A	N/A	N/A
4	5	2	0	0	5	4	2	0
5	6	2	0	0	6	5	2	0
6	7	2	0	0	7	6	2	0
7	8	2	0	0	8	7	2	0
8	9	2	0	0	9	8	2	0
9+	10	2	0	0	10	9	2	0

N/A = Not applicable



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### **Changing or adding a vehicle to this insurance**

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

### **Emergency medical treatment**

Any payments we make for emergency medical treatment 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 (including you) who is not mentioned on the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
  - driven by or is in the charge of anyone (including you) who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence to drive your vehicle, does not keep to the conditions of their driving licence (including holding a Certificate of Professional Competence where required) or is prevented by law from having a licence (unless they do not need a licence by law);
  - driven by or is in the charge of anyone (including you) that is contravening local authority licensing regulations in respect of their business, trade or profession.
  - used on any race track, race circuit or toll road without a speed limit (such as the Nurburgring);
  - used for racing or pacemaking, used in any contest (apart from treasure hunts, road safety and non-competitive rallies); or speed trial or is involved in any rigorous reliability testing.
  - used to carry any load which is greater than the maximum carrying capacity set by the vehicle manufacturer.
  - used in or on any part of an airport or aerodrome which is used for:
    - aircraft take-off or landing;
    - aircraft parking including service roads; or
    - ground equipment parking areas.
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 refer to the Foreign Use section 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 elsewhere than in Great Britain, the Channel Islands or the Isle of Man (unless we need to provide cover to meet the minimum insurance needed by law);
  - 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 for which you need a licence from the relevant authority (unless we need to provide cover to meet the minimum insurance needed by law); or
  - pressure waves caused by aircraft or 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 or your appointed representative has provided to us is, as far as you know, correct and complete.

2. Your premium is based on the information you 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 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.

10. 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.

11. 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.

12. If requested; you must provide us with relevant information, documentation and required permission to access your driving record with DVLA.



## Cancellation

### ***“14 Days Cooling off Period”***

If this insurance does not meet your needs, you may cancel it, without giving reason, by contacting your broker within 14 days of the policy start date and declare your requirement to cancel.

We will make a charge equal to the period of cover you have had but this will be subject to a minimum amount of £25 plus insurance premium tax (IPT), except where an incident has occurred which may give or has given rise to a total loss claim, in which case the full annual premium will be payable to us.

The 14-day period applies to new policies and the renewing of existing policies.

### ***Outside “14 Days Cooling Off Period”***

After the 14 day period, you may cancel this insurance by declaring your requirement to cancel. 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).

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

## Where we may cancel your policy

We or your broker may cancel this insurance by sending seven days' notice, in writing, to your last known address. We will refund the part of your premium which applies to the remaining period of the insurance and pass this refund to your broker.

Your insurance may be cancelled because

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

This is not an exhaustive list.

## Misrepresentation

Where we identify misrepresentation or fraud, or any attempt to gain an advantage under this insurance to which you are not entitled, we may apply one or more of the remedies listed below:

- Agree with you to: amend your policy to record the correct information, apply any required change in; premium, policy terms and conditions.
- Apply any administration costs.
- Reject or pay only a proportion of your claim.
- Cancel the policy.
- Void the policy (which means to treat the policy as though it never existed).
- Not return to you any premium paid.



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## **Changes to your details.**

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

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

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



## Important notices and Information

### Data Protection Notice

This section contains important information about your personal details. Please make sure to show it to anyone covered by the policy.

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

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

If you pay your premiums via a credit facility, we may share your information with credit reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money. We share information with other insurers, certain government organisations and other authorised organisations.

By accepting this insurance you consent to such use of your personal data.

The remaining sub-sections of this policy document provide you all the reasons why we might use and share your information.

### Motor Insurance Database

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

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

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

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





## Insurance underwriting

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

- Consider whether to accept a risk;
- Make decisions about providing and dealing with insurance and other related services for you and members of your household;
- Set price levels for your policy;
- Confirm your identity to prevent money laundering; and
- Check the claims history for you or any person or property likely to be involved in the policy or a claim at any time. We may do this:
  - When you apply for insurance;
  - If there is an accident or a claim; or
  - At the time you renew the policy.

## Keeping to legal responsibilities

### Managing claims

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

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

## Preventing or detecting fraud

We will check your information against a range of registers and databases for completeness and accuracy. We may also share your information with law enforcement agencies, other organisations and public bodies.

If we find that false or inaccurate information has been given to us, or we suspect fraud, we will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Details of the registers, databases and fraud prevention agencies we use may be requested from the Company Secretary at:

ERS Insurance Group Limited,  
52-54 Leadenhall Street,  
London EC3A 2BJ.

## Cheat line

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



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## 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: 0345 268 0279 Email: [complaints@ers.com](mailto:complaints@ers.com)

If you are not satisfied with our response you may ask the Complaints department at Lloyd's to review your case. The address is

Complaints Department,  
Lloyd's, One Lime Street,  
London  
EC3M 7HA  
Tel: 020 7327 5693.  
Email: [complaints@lloyds.com](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,  
Exchange Tower,  
London E14 9SR.  
Tel: 0800 023 4567.  
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 we will require written authority to allow us to deal with them.

If you have any questions, about complaints please contact the Company Secretary at:

ERS Insurance Group Limited,  
52-54 Leadenhall Street,  
London EC3A 2BJ.

### **About ERS**

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

ERS Syndicate Management Limited is registered in England and Wales number 426475. The registered office is 52-54 Leadenhall Street, London EC3A 2BJ.

### **Financial Services Compensation Scheme (FSCS)**

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

Financial Services Compensation Scheme,  
10<sup>th</sup> Floor, Beaufort House,  
15 St Botolph Street,  
London EC3A 7QU  
Tel: 0800 678 1100 or 0207 741 4100.  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk),  
[www.fscs.org.uk](http://www.fscs.org.uk).



# Your accident and third party cards

## Your Accident Cards

Print the cards on a single sheet of paper and then cut the cards out. Put the card in your wallet / purse or vehicle's glove box



**YOUR ACCIDENT CARD** 

Call immediately in the event of an accident

**0330 123 5991**

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Windscreen helpline  
0345 602 3378

**Help us give you a good service and protect you from fraudulent and exaggerated claims:**

- 01 Call our 24 hour helpline from the scene of the accident if possible
- 02 Give the other driver the Third Party Accident Card
- 03 Take photographs of damage to all vehicles and the scene of the accident if safe to do so
- 04 Note the number of occupants in the other vehicle(s)
- 05 Note the number, and details, of witnesses



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### Third Party Accident Cards

Print the cards on a single sheet of paper and then cut the cards out. Put the card in your wallet / purse or vehicle's glove box



#### THIRD PARTY ACCIDENT CARD



■ **Give this card to the other driver in all circumstances**

The ERS insured driver must complete his / her details before handing the card to the other driver

Full name

Telephone number

Name of person or company on the policy

Vehicle registration number

Policy number (if known)

#### IMPORTANT INFORMATION

We understand that accidents can sometimes be distressing and are always inconvenient.

If our driver is wholly or partly at fault for this accident we would like to assist you, should you require it, by:

Arranging and paying for your vehicle repairs and/or organising a replacement "like for like" vehicle for you (at no cost or inconvenience to you).

**To take us up on our offer please contact us on: 0345 602 3376**

You must show this card to your insurer and your legal or other agent. They will need to be aware that we have made this offer to you.

You have a legal duty to keep your losses to a minimum.

You should be aware that you may be liable for hidden costs in connection with repairs to your vehicle or with the provision of a replacement vehicle by another party, even if they are recommended to you by your own insurer.



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# IN THE EVENT OF AN ACCIDENT

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

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02 Give the Third Party Accident Card to the other driver in all circumstances. Make sure you write your contact details on it

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

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

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By using the cards we can arrange:

- Roadside recovery for immobile vehicles
- Collection and repair if cover is comprehensive
- A free loan car or car derived van (subject to policy terms)
  
- Fire, Theft, Vandalism and Windscreen damage

Phone us using the 24 hour helpline number on 0330 123 5991

Windscreen helpline: 0345 602 3378

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