

**ABOUT THIS DOCUMENT**

Please note that this policy summary does not contain the full terms and conditions of the contract of insurance, which can be found in your policy document. You can find your policy document at [www.ers.com](http://www.ers.com).

**INSURER**

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).

**LANGUAGE AND LAW APPLYING TO THE INSURANCE**

This insurance is written in English and all communications about it will be in English.

Unless we have agreed otherwise with you, English law will apply to this insurance.

If 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 at the start of the contract, the law of that area of jurisdiction will apply.

**TYPE OF INSURANCE AND COVER**

ERS offers Comprehensive (COMP), Third Party, Fire and Theft (TPFT) and Third Party Only (TPO) Mobility vehicle motor insurance cover.

**COVER SPECIFIC FEATURES AND BENEFITS (referenced to the numbered sections contained in the insurance document)**

**COMPREHENSIVE – COMP**

<b>Section 1</b> - Liability to others
<b>Section 2</b> - Loss of or damage to your vehicle Accidental / malicious damage Fire / Flood / Theft / Vandalism / Windscreen
<b>Section 3</b> - Medical expenses
<b>Section 4</b> - Personal accident benefits
<b>Section 5</b> - Personal belongings
<b>Section 6</b> - Loss of keys and replacing locks
<b>Section 7</b> - Child Seat
<b>Section 8</b> - Foreign Use
<b>Section 9</b> - Additional Benefits - Only if shown on schedule and any additional premium required has been paid.

**THIRD PARTY, FIRE AND THEFT – TPFT**

<b>Section 1</b> - Liability to others
<b>Section 2</b> - Loss of or damage to your vehicle* * Fire & theft Cover Only <b>Excludes</b> Accidental/Malicious Damage / Vandalism/Flood / Windscreen
<b>Section 8</b> - Foreign Use
<b>Section 9</b> - Additional Benefits - Only if shown on schedule and any additional premium required has been paid.

**THIRD PARTY ONLY - TPO**

<b>Section 1</b> - Liability to others
<b>Section 8</b> - Foreign Use
<b>Section 9</b> - Additional Benefits - Only if shown on schedule and any additional premium required has been paid.

**SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS (BY SECTION)**

**SECTION 1**

The most we will pay for property damage is £20,000,000 for any one claim or claims arising out of one incident.

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

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

Under the sub section ‘Costs and expenses’, the most we will pay for legal costs is £35,000 for any claim or claims arising out of one incident.

**SECTION 2**

You must pay an amount towards any claim that you make under section 2 of your insurance. This is called the ‘excess’ and more than one excess may apply to your claim. Details of all excesses, including windscreen, will be shown in your policy document and/or on your policy schedule. Where cover is agreed by our underwriters, an additional excess will apply while your vehicle is being driven by a young or inexperienced driver.

There is a £500 limit for permanently fitted audio, visual, communication, guidance or tracking equipment that did not form part of your vehicle when it was originally made.

The new car replacement benefit only applies if your vehicle is less than one year old and any damage will cost more than 50% of the manufacturer’s recommended retail price of the vehicle to repair.

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

You will not receive a refund of premium if your insurance ends due to the total loss of your vehicle. When calculating the value of your vehicle, we may take into account any discount on the manufacturer's recommended retail price when you purchased the vehicle.

We will not provide any cover for the 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, left with the keys in it, left with the windows open, left with the roof panel or the roof of a convertible vehicle open or reasonable precautions have not been taken to protect it.

If your vehicle is taken without consent by a member of your immediate family or a person living in your home, we will not provide any cover for the loss of or damage to the vehicle unless that person is convicted of theft.

We will pay up to £500 in total if the keys for your vehicle are lost or stolen and have not been recovered. This cover only applies if the loss is reported to the Police within 24 hours of discovery.

There is a £250 limit for the loss of or damage to a luggage trailer.

#### SECTION 3

There is a £200 limit for the medical expenses of anyone that is injured while they are in your vehicle as the result of an accident involving your vehicle. We will pay up to £30 per day (to a maximum of 30 days) if you have to stay in hospital.

We will pay up to £200 each for a maximum of two domestic pets, in respect of vet fees.

#### SECTION 4

Personal accident benefits are only given to the policyholder and a member of their family who permanently lives with them, and are restricted to accidents resulting from travelling in, or getting into or out of your vehicle. We will pay up to £10,000 for death, or the loss of any limb or for permanent blindness in one or both eyes. The most we will pay in any one accident is £10,000.

We will not pay any amount for death or injury arising from suicide, attempted suicide, a person not wearing a seatbelt (where they need to by law), or if a person is

convicted of driving whilst under the influence of drink or drugs at the time of the accident.

#### SECTION 5

There is a limit of £200 for any child seat / pushchair / buggy, and £750 for any wheelchair. Other personal belongings have a £250 limit. This benefit does not apply to money, goods or samples connected with your work, property insured under any other contract or property that was not protected.

#### SECTION 6

We will pay up to £2,500 for damage to your garage caused by fire or explosion providing your vehicle is in the garage at the time; and the garage is not insured under any other insurance.

#### SECTION 7

If your vehicle becomes a write-off due to fire or theft, and you cannot recover any remaining period of your vehicle excise licence from the Licensing Authorities, we will include the value of that road tax in our offer of compensation.

#### SECTION 8

We will provide the cover shown on your schedule for up to 60 days per trip while you are using your vehicle in the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein). Your visit to these countries must be temporary and your permanent home must be in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

#### SECTION 9

The benefits under this section are available only if shown on your schedule and subject to any required additional premium having been paid.

**Bronze** – No additional benefits apply.

**Silver** – Cover includes:

- Motor breakdown cover for: Roadside Assistance and Home Service in the UK
- Uninsured Loss recovery and legal services
- Courtesy car cover

**Gold** – as per Silver and in addition

- Vehicle recovery in the UK

**Platinum** – as per Gold and in addition:

- Motoring Assistance in Europe

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Full conditions and exceptions of these benefits are shown in section 9 of the policy document.

#### **PERIOD OF INSURANCE**

The insurance offered is a 12-month contract which may be renewed each year. Renewal will be subject to the terms and conditions that apply at the time of renewal.

#### **CANCELLATION**

You may cancel the insurance at any time by informing us of your requirement to cancel the insurance. The charges that will apply are detailed in the General conditions section of the insurance document.

#### **Your right to change your mind**

As long as your vehicle has not been written off as a result of a claim under the insurance, you may cancel the insurance, without giving reason, by informing us of your requirement to cancel the insurance within 14 days of the start date. We will make a charge equal to the period of cover you have had, but this charge will be subject to a minimum amount of £25+ Insurance Premium Tax (IPT).

#### **HOW TO CLAIM**

If a claim or possible claim occurs you must report it to us as soon as possible. Call our 24-hour helpline on 0330 123 5992 or if the claim is solely for windscreen damage call 0345 602 3378.

#### **PREVENTING AND DETECTING FRAUD**

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Further details explaining how the information held by fraud prevention agencies may be used are contained in your policy document.

#### **DISCLOSURE OF INFORMATION**

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

#### **COMPLAINTS**

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, Lloyd's, One Lime Street,  
London  
EC3M 7HA  
Tel: 020 7327 5693.  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

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

The Financial Ombudsman Service,  
Exchange Tower,  
London E14 9SR  
Tel: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This does not affect your right to take legal action.

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

#### **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

If ERS is unable to meet its liabilities under this insurance, you may be entitled to compensation from the FSCS. A claim is protected for 90% without any upper limit. For compulsory types of insurance the claim will be met in full. You can get further information about the compensation scheme arrangements from the FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).