

NOTICE TO POLICYHOLDERS

Equity Red Star has rebranded to ERS which marks the transformation we have undergone to become a motor-only, broker-only insurer. As we go through the rebranding process you may receive some documentation with our old branding and other correspondence with our new branding. Please do not be concerned if this is the case.

As part of our rebranding process we have also decided to move towards issuing documentation electronically. This is something that will happen over time, however, the starting point is that we will no longer issue printed copies of our policy documents. (This is the document that outlines the cover provided by your insurance.) Your broker will confirm how you can obtain a copy of your policy document.

We do recognise that in some cases our brokers and policyholders may still want to print hard copies. We have therefore worked hard to minimise the number of pages in our policy documents and make sure they print well in black and white.

The following amendments apply to policies renewed on or after 01/06/2016

New

Overall Policy document

Change to the layout of the policy document. There is no change in cover except where otherwise noted below.

Contract law

Your policy document now confirms that if you or your business (if applicable) is resident in the Channel Islands or the Isle of Man, the law of that area of jurisdiction will apply to your insurance.

Emergency overnight travel expenses

Reworded to clarify cover as £40 total coverage for policyholder and any person travelling in the insured vehicle.

Third Party Liability (Section 1) - Exceptions

Note additional exceptions

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.
- 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.

Exceptions (Section 2)

- Removal of the first £100 of any claim for loss or damage caused by fire, theft or attempted theft. – Excesses shown on your schedule still apply.
- Loss of or damage to accessories unless they are permanently attached to your vehicle.
- 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.
- Loss of or damage to any vehicle which you are driving or using that does not belong to you, is not being bought by you under a hire-purchase agreement or is leased to you (unless that vehicle is shown in your schedule).
- Loss of fuel.

General Exceptions (affects whole policy)

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

General Conditions:

- If there are a number of claims relating to property damage arising out of one cause, we may choose to fulfil our obligations by paying you the maximum amount under Section 1 of the policy.
- We can recover costs of claims we have a legal responsibility to make, if you have failed to provide information or provided false information.
- If requested; you must provide us with relevant information, documentation and required permission to access your driving record with DVLA.

Misrepresentation (General Conditions - affects whole policy))

Advising our options upon discovering any misrepresentation of information provided.

Amendments

New Car Replacement

Percentage of damage required before this benefit becomes effective is improved to 50% from 60%

Section 5 - Personal Belongings

Improved coverage – inclusion of £200 Child Seat cover.

Change of Ownership

This benefit has been withdrawn.

Use Section

This Section has been withdrawn as the requirements and restrictions of this Section are covered elsewhere in the policy document and the Certificate of insurance.

Repairs (Section 2)

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.

Total Loss (Section 2)

We can no longer allow a policy to continue if, following a claim, your vehicle is declared a total-loss. Following a total-loss claim, your policy will now be cancelled with no refund. If you retain the salvage and wish to remain insured with ERS, you must ask for cover to continue and ensure that your vehicle is repaired accordingly.

A new wording has been added to provide greater understanding of the categories used when determining a vehicle is deemed a write-off.

If there is more than one vehicle on your policy, cover for your other vehicle(s) will not be affected.

General Conditions

Within the sections noted below we have updated contact phone numbers and addresses:

“What to do if you need to make a claim” (Claim and Windscreen phone numbers)

“Section 2 — Loss of or damage to your vehicle” (Windscreen damage)

“Delivering quality insurance solutions” ‘Our promise to you’ / ‘About ERS’ and ‘Managing complaints’)

“About Mobility”

No Claim Bonus (General Terms)

Updated No Claims Bonus and Protected No Claims bonus scales now appear in the Policy Document as required under the Private Motor Insurance Market Investigation Order 2015.

Additional Benefits

Motor Breakdown – This section has been updated and re-formatted, providing greater clarity of coverage and exclusions.

Passenger limit of 6 replaced by the amount of passengers’ legally transported in the vehicle.

Increased limits for Alternative Travel or Accommodation whilst in Europe.

Miscellaneous expense allowance removed.

Monetary limit for recoveries replaced by 6 call out limit.

There are numerous changes to the conditions and exclusions and you are advised to check your policy wording to ensure this still meets your demands and needs.

Additional Benefits

Motor Legal Expenses – We have changed our Legal expenses provider.

Cover exists for: Uninsured Loss Recovery & Personal injury – Up to a maximum amount of £100,000, and

Motor Prosecution defence, Motor Contract to defend / pursue a Legal Action relating to a dispute over contract for sale or purchase of goods or services relating to your vehicle, up to a maximum amount f £25,000.