

Your Policy Document - Number ACMOB 0616

Mobility Car



Towergate and ERS -
working together to
provide Equity
Insurance





Providing
Equity
Insurance

What is Equity Insurance?

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

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

This is a completely different approach to motor cover.

We call it **Equity Insurance**.

Your policy document

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

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.

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





Contents

Definitions	5
Definitions – Section 9 - Additional benefits - Motor Breakdown	6
Definitions – Section 9 - Additional benefits - Motor Legal Expenses	7
What to do if you need to make a claim	8
Breakdown Helplines	10
Cover	11
Section 1 — Liability to others	12
Section 2 — Loss of or damage to your vehicle	15
Section 3 — Medical expenses	19
Section 4 — Personal accident benefits	19
Section 5 — Personal belongings	19
Section 6 — Garage	19
Section 7 — Loss of vehicle excise licence	20
Section 8 — Foreign use	20
Section 9 — Additional benefits	21
Motor Breakdown	21
UK Cover	22
European Cover	22
Motor Legal Expenses	28
General terms	34
General exceptions	37
General conditions	38
Cancellation	39
Misrepresentation	39
Changes to your details.	40
Important notices and Information	41
Delivering quality insurance solutions	43
Our promise to you	43
About ERS	43
Financial Services Compensation Scheme (FSCS)	43



Definitions

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

- **Accessories** – Spare parts, manufacturer’s tool kit and 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). This includes any safety equipment fitted to or used solely with the operation of your vehicle.



Definitions –Section 9 - Additional benefits -

Motor Breakdown

The following definitions apply to Additional benefits (Motor Breakdown) section of this insurance document and shall keep the same meaning wherever they appear in Additional benefits (Motor Breakdown) section of this insurance document.

Where any conflict exists with the definitions shown on Page 5 or 7, the definitions below shall apply in respect of cover under Additional benefits (Motor Breakdown)

- **Breakdown(s)** – mechanical or electrical component failures/breakages; flat batteries; punctures; out of fuel; contaminated or wrong fuel used; ignition keys lost, stolen or locked in the insured vehicle; or damage caused by accident, vandalism or attempted theft which renders the insured vehicle incapable of being driven or illegal to drive occurring during the period of insurance and within the geographical limits corresponding to the cover you have purchased as shown on the policy schedule.

Note: Breakdown does not include theft or other incidents normally covered by a motor insurance policy.

- **Geographical Limits:**

UK – within the mainland of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Europe (for the purposes of this insurance, Europe consists only of the countries listed) – Andorra, Austria, Belgium, Croatia, Czech Republic, Denmark, France, Germany, Gibraltar, Greece, Republic of Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Slovakia, Slovenia, Spain (including Balearics and Canary Isles), Sweden, Switzerland, and the Vatican City.

- **Home address** – the place where the insured vehicle is normally kept, as shown on your policy schedule, within the UK.

- **Passenger(s)** – means non-fare paying persons (excluding hitchhikers), other than the driver, being legally transported by the insured vehicle.

Note: The number of occupants being transported must not exceed the manufacturers seating capacity.

- **Recovery Agent** – a professionally trained motor mechanic or recovery driver
- **Specialist Equipment** - Non-standard apparatus or recovery vehicles which in the opinion of the Recovery Agent are required to safely recover the vehicle. Specialist Equipment includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.
- **The insured vehicle** – any eligible vehicle specified on the policy schedule (or reported to and accepted by us). All other vehicles are not covered.
- **Trailer** - any attached small general purpose trailer no more than 3 metres/10 feet long (unless previously notified and accepted by us).
- **Trip** – a journey in/on the insured vehicle to any of the countries listed under the definition of Europe in this wording, which begins and ends within the United Kingdom and occurs during the period of insurance.

Note: The maximum duration we will cover is 60 days per trip.



Definitions – Section 9 - Additional benefits - Motor Legal Expenses

The following Definitions apply to Additional benefits (Motor Legal Expenses) of this insurance document and shall keep the same meaning wherever they appear in Additional benefits (Motor Legal Expenses) section of this insurance document.

Where any conflict exists with the Definitions shown on Page 5 or 6, the definitions below shall apply in respect of cover under Additional benefits (Motor Legal Expenses).

Where the following words appear in bold they have these special meanings.

- **Adviser** – Our specialist panel solicitors or their agents appointed by Us to act for You, or, where agreed by Us, another legal representative nominated by You.
- **Advisors' Costs** – Reasonable legal costs incurred by the Adviser. Third party's costs shall be covered if awarded against You.
- **Conditional Fee Agreement** – An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees.
- **Conflict of Interest** – There is a Conflict of Interest if We administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
- **Insured Incident** – The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.
- **Insurer** – Inter Partner Assistance Societe Anonyme which is fully owned by the AXA Assistance Group.
- **Legal Action:**
 - The pursuit of civil proceedings and appeals against judgement following a **Road Traffic Accident**;
 - The defence of criminal motoring prosecutions in relation to the **Vehicle**;
 - The pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the **Vehicle**.
- **Legal Helpline** – The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.
- **Maximum Amount Payable** – The maximum amount payable in respect of an Insured Incident is – stated below:
 - **Uninsured Loss Recovery and Personal Injury:** £100,000.
 - **All other sections:** £25,000.
- **Road Traffic Accident** – A traffic accident in the Territorial Limits involving the Vehicle occurring during the Period of Insurance for which You are not at fault and for which another known party is at fault.
- **Standard Adviser's Costs** – The level Adviser's Costs that would normally be incurred by the Insurer in using a nominated Adviser of Our choice.
- **Territorial Limits:**
 - **Uninsured Loss Recovery & Personal Injury** - The European Union;
 - **All other sections:** - Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
- **Vehicle** – The motor vehicle declared in the insurance schedule to which this cover attaches. This is extended to include a caravan or trailer whilst attached to the Vehicle.
- **We/Us/Our** – Arc Legal Assistance Ltd.
- **You/Your/Yourself** - The person(s) named in the insurance schedule to which this cover attaches. This is extended to include an authorised driver or passengers for the Uninsured Loss Recovery and Personal Injury section of cover.



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 5992

- 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

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

You can count on us for all this:

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

Repairing your vehicle

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

We'll take care of everything:

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

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

Keeping your vehicle safe

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

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

- It was left unlocked; or
- It was left with the keys (or any form of keyless entry / ignition control device), 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.



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.



Breakdown Helplines

Please check your schedule for the level of cover you have. There is no breakdown cover for cover level Bronze.

Cover levels Silver, Gold have UK Cover.

Cover level Platinum has UK and European Cover.

Whilst we hope that all journeys will be incident free, should your vehicle break down, you must call the appropriate 24-hour Rescue Control Centre, as shown below.

Please make sure you call from a place of safety.

If you have hearing / speech difficulties, you can use our SMS text messaging service on 07786 204387 when calling from the UK or Europe.

UK Calls (Silver, Gold or Platinum Cover only)

If your vehicle breaks down, you can call the 24-hour Rescue Control Centre on: **0800 328 4533 or 01277 235670**, where our trained staff will deal with your request quickly.

Calling from Europe (Platinum Cover only)

24 hour English speaking emergency phone service
Please try and call from a place where it is easy to call back.
00 44 (0) 1277 235 670

Please have the following information available

- The document number and the person named as “the insured” on the policy schedule
- The phone number you are calling from.
- The vehicle details such as registration number, make, model etc.
- The location of the broken-down vehicle including road numbers or names and landmarks.
- Any vehicle modifications which may be relevant to the recovery of the vehicle.

Please stay with the vehicle until a rescue vehicle arrives.

Remember to keep all vouchers, invoices and receipts and other documents which may be relevant to your claim. Any claims must be notified in writing, as soon as possible, and in any event within 14 days of the occurrence to:

Mobility Recovery Breakdown Assistance
Axis Court,
North Station Road,
Colchester,
Essex, CO1 1UX

CALL RECORDING

To help us provide a first class service we may record telephone calls.

Messages

On request we will pass a message on to family or colleagues to let them know about the breakdown.



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
Section 1 - Liability to others	✓	✗	✓	✓	✗	✓
Section 2 - Loss of or damage to your vehicle*	✓	✓	✓	✓	✓	✗
Accidental damage -----	✓	✓	✓	✗	✗	✗
Malicious damage -----	✓	✓	✓	✗	✗	✗
Fire -----	✓	✓	✗	✓	✓	✗
Flood -----	✓	✓	✓	✗	✗	✗
Theft -----	✓	✓	✗	✓	✓	✗
Vandalism -----	✓	✓	✓	✗	✗	✗
Windscreen -----	✓	✗	✗	✗	✗	✗
Section 3 - Medical expenses	✓	✗	✗	✗	✗	✗
Section 4 - Personal accident benefits	✓	✗	✗	✗	✗	✗
Section 5 - Personal belongings	✓	✗	✗	✗	✗	✗
Section 6 - Loss of keys and replacing locks	✓	✗	✗	✗	✗	✗
Section 7 - Child Seat	✓	✗	✗	✗	✗	✗
Section 8 - Foreign Use	✓	✗	✓	✓	✗	✓
Section 9 - Additional benefits – Motor Breakdown	Applies only if this is shown on your policy schedule and you have paid any additional premium required.					

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.



Section 1 – Liability to others

Driving your vehicle

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

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

The most we will pay for property damage is £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.

Driving other vehicles

We will also provide the cover shown above (if this is shown on your certificate of motor insurance), to drive any private car that you do not own and have not hired under a hire-purchase or leasing agreement - as long as you have the owner's permission to drive the car.

You are not insured against:

- any loss or damage to the vehicle you are driving;
- any event which happens outside of the United Kingdom or the Republic of Ireland;
- any legal responsibility if you no longer have the insured vehicle;
- any event which happens when the insurance is not in the name of an individual person;
- any legal responsibility unless the vehicle is insured against third party road risks, in its own right; or
- releasing a vehicle that has been seized by the police or any public or local authority.

Other people driving or using your vehicle

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

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

Legal personal representatives

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

Business use

If your certificate of motor insurance allows business use, we will insure your employer or business partner against the events shown above under 'Driving your vehicle' while you are working for that employer or partner, but not while using a vehicle provided by the employer or partner unless that vehicle is shown on your schedule.



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:

- 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.

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

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.



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.



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.

We will not pay the first £100 of any claim for loss or damage caused by fire, theft or attempted theft.

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.

Emergency overnight or travel expenses

We will pay up to £40 in total for you and any person travelling in your vehicle for any necessary overnight accommodation or to travel home if your car is stolen or damaged as a result of an incident covered by this policy.

Replacement Locks

We will pay up to £500 for the cost of replacing your vehicle's keys, lock transmitter or entry card if they are lost or stolen, as long as the loss is reported to the police within 24 hours of discovery.

Luggage trailer

We will pay up to £250 for the loss of or damage to a luggage trailer, whether or not it is attached to your vehicle at the time of the accident or loss.

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	£250
■ 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. Unless you qualify for the new car replacement benefit, 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.

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 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.

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.

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.

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

When your vehicle is being serviced

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



Exceptions to section 2

This section of your insurance does not cover the following.

1. The amount of any excess shown 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 (or any form of keyless entry / ignition control device), 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 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 on your schedule).
16. Loss of fuel.



Section 3 – Medical expenses

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.

We will pay you £30 a day for up to 30 days if you have to stay in hospital.

We will also pay vet fees up to £200 for each domestic pet (maximum of two pets) if they are injured while travelling in your car.

Section 4 – Personal accident benefits

We will pay the following amounts if you or a member of your family who permanently lives with you is involved in an accident and within three months of that accident it is the only cause of death or injury.

■ Death	£10,000
■ Loss of any limb	£10,000
■ Permanent loss of sight in one or both eyes	£10,000

The most we will pay in any period of insurance is £10,000.

To get a payment, the injury or death must:

- be directly connected with an accident involving your vehicle; or
- have happened when you or a member of your family who permanently lives with you 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 the member of your family who permanently lives with you have any other insurance with us, we will only pay out under one contract.

This personal accident benefit does not apply to:

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

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

Section 5 – Personal belongings

We will pay up to:

- £200 for any child seat, child booster seat, pushchair, buggy or carrycot (excludes children's toys);
- £750 for any wheelchair;
- £250 for other 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;
- 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 6 – Garage

We will pay up to £2,500 for damage to your garage caused by fire or explosion, if:

- your vehicle is in the garage at the time; and
- the garage is not insured under any other insurance.

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



Section 7 – Loss of vehicle excise licence

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 – 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.
- We will provide the cover shown on your schedule when you visit any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein). There is no limit on the number of trips you make in any period of insurance but each trip must be for no more than 60 days.

This cover only applies if your visit to these countries is temporary and your permanent home is in the United Kingdom.

Extra cover

If you want to travel to any other country, or want to extend the 60-day limit on any one trip, you must contact your broker. If we agree to extend your cover, and you pay any extra premium that we ask for; we will extend your 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 for which we have agreed to provide cover, 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 9 – Additional benefits

The following additional benefits indicated in the table below apply as noted by the level of cover applicable

Please refer to your schedule for the level of cover applicable to your insurance

Section Cover	Bronze	Silver	Gold	Platinum
UK Courtesy Car	x	✓	✓	✓
Motor Breakdown				
UK Roadside Assistance	x	✓	✓	✓
UK Home Assistance	x	✓	✓	✓
UK Recovery	x	x	✓	✓
Europe Roadside Assistance	x	x	x	✓
Europe - Alternative Travel or Accommodation	x	x	x	✓
Europe - Replacement Parts Dispatch	x	x	x	✓
Europe - Repatriation	x	x	x	✓
Europe - Replacement Driver	x	x	x	✓
Uninsured Loss and Legal Expenses				
Uninsured Loss and Legal Expenses	x	✓	✓	✓

UK Courtesy car cover

Following an accident or theft, a courtesy car, or adapted courtesy vehicle, will be provided to you while your own vehicle is being repaired by one of our approved repairers. The option of an adapted courtesy vehicle will not apply if you have indicated to Mobility Insurance that this facility would not meet your specific needs.

In the event of a total loss claim, a courtesy car or adapted courtesy vehicle will be provided for a maximum of four days from the date that the vehicle is declared a total loss.

We will also provide the cover shown on your schedule for a car provided by a motor trader, up to 1700cc, while your vehicle is in a garage for a service or repair.

Motor Breakdown

NOTE: Subject to you having the applicable level of cover; this section of the policy is a motor vehicle breakdown and recovery insurance, designed to help keep you and your party mobile.

It does not provide cover for bodywork repairs following any accident, vandalism or theft.

It is not a maintenance policy and therefore does not cover the costs of parts or the cost of non-emergency repair work such as routine servicing or diagnostic tuning

You are responsible for all costs for parts and labour needed to repair the insured vehicle, other than any call-out fees and labour at the scene of the breakdown.

You may be asked to sign documentation by the Recovery Agent which relate to the service being provided. Failure to do so may result in further services being denied. Please do not sign any documents until you have read and understood the content in full.

Any emergency repairs undertaken at the roadside by Recovery Agents are temporary, to resolve the immediate breakdown. These repairs cannot be guaranteed and permanent repairs will need to be effected at the earliest opportunity. You are responsible for ensuring any repairs carried out at a repairing garage are to your satisfaction.



UK Cover

If the insured vehicle cannot be used as a result of a breakdown which occurs during the course of a journey within the UK, we will arrange and pay for the services as shown below.

UK Roadside Assistance

If the insured vehicle suffers a breakdown more than one mile from the home address; we will arrange and pay call-out fees and up to one hour of labour costs at the roadside in an attempt to repair it.

If in the opinion of the Recovery Agent the insured vehicle cannot be repaired at the scene of the breakdown within one hour, we will arrange and pay the cost of taking the driver, the insured vehicle and passenger(s) to the nearest appropriate repairer as arranged and agreed by us up to 20 miles from the scene of the breakdown.

What is not covered:

- More than 1 hours labour at the roadside;
- Any labour charges incurred at the repairers premises;
- Transportation beyond the nearest repairer unless previously agreed by us;
- Breakdowns occurring within 1 mile of the home address.

UK Home Assistance

If the insured vehicle suffers a breakdown at or within one mile of the home address; we will arrange and pay call-out fees and up to one hour of labour costs at the roadside or the home address in an attempt to repair the insured vehicle.

If in the opinion of the Recovery Agent the insured vehicle cannot be repaired at the scene of the breakdown within one hour, we will arrange and pay the cost of taking the insured vehicle to the nearest repairer as arranged and agreed by us.

What is not covered:

- More than 1 hours labour at the roadside or the home address;
- Any labour charges incurred at the repairers premises;
- Transportation beyond the nearest repairer unless previously agreed by us.

UK Recovery

If the insured vehicle suffers a breakdown more than one mile from the home address and it cannot be repaired at the scene of the breakdown or at the nearest repairer by the end of the working day, we will arrange and pay the cost of taking the insured vehicle, the driver and passenger(s) to any one place within the UK that you choose.

What is not covered:

- Breakdowns occurring within 1 mile of the home address;
- Transportation beyond the nearest repairer unless previously agreed by us.

European Cover

For the purposes of this section of this insurance, Europe consists only of the countries listed: – Andorra, Austria, Belgium, Croatia, Czech Republic, Denmark, France, Germany, Gibraltar, Greece, Republic of Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Slovakia, Slovenia, Spain (including Balearics and Canary Isles), Sweden, Switzerland, and the Vatican City.

Europe - Roadside Assistance

If the insured vehicle suffers a breakdown; we will arrange and pay call-out fees and up to one hour of labour costs at the roadside in an attempt to repair it.

If in the opinion of the Recovery Agent the insured vehicle cannot be repaired at the scene of the breakdown, within one hour, we will arrange and pay the cost of taking the insured vehicle, the driver and passenger(s) to the nearest appropriate repairer as arranged and agreed by us.

What is not covered:

- More than 1 hours labour at the roadside;
- Any labour costs that were not incurred at the roadside;
- Transportation beyond the nearest repairer unless previously agreed by us.

Europe - Alternative Travel or Accommodation

If the insured vehicle suffers a breakdown, and it cannot be repaired the same day, we will pay the cost of either:

- Alternative overnight accommodation (on a room only basis) for the driver and passenger(s) while the insured



vehicle is being repaired, up to £75 per person per night, to a maximum of £750 in total per party, or;

- A hire vehicle while the insured vehicle is being repaired, up to £70 per day, to a maximum of £800 in total; or;
- Standard-class rail fares and/ or economy class air travel, as agreed by us, for the driver and passenger(s) to finish their journey up to a maximum of £750 per party in total.

If the insured vehicle cannot be repaired before the planned return date of the original trip, we will also pay for you, or someone you nominate, who is able and legally entitled to drive the insured vehicle, to travel back to collect the insured vehicle following repair.

What is not covered:

- Any food, meals or drink costs;
- Use of hire cars across National borders unless previously agreed by both us and the hire company.

Important Information

It is not always possible to provide hire vehicles with automatic transmissions or vehicles with accessories such as bike racks, luggage racks or tow bars.

The provision of a replacement vehicle is subject to availability and the hire company's terms and conditions, including any driving licence restrictions, minimum age requirements and area of use.

The amount we will reimburse for alternative accommodation will be limited to room costs only.

We will only refund amounts covered by this insurance if we receive valid invoices and receipts.

Before you arrange any of the above you must call us on our 24-hour dedicated assistance line for prior agreement.

Europe - Replacement Parts Dispatch

If replacement parts are needed to repair the insured vehicle, and these parts are not available locally, we will pay up to £200 in freight costs to transport these parts to the insured vehicle.

We will not pay any costs towards the actual parts required and you will be responsible for ensuring the correct parts are ordered. Any instruction from the repairing garage will be treated as having come from you. You are responsible for

the costs of returning any incorrectly ordered parts and any subsequent order of the correct parts.

What is not covered:

- The cost of any replacement parts;
- Any Customs import duties.

Europe - Repatriation

If, after a breakdown, the insured vehicle cannot be repaired before the planned return date, or within 48 hours, whichever is the later, we will pay for standard-class rail fares and/ or economy class air travel, as agreed by us, for the driver and passenger(s) to return to the home address, and either;

- We will, providing the insured vehicle is not beyond economical repair and will be repaired on return to the UK, pay to repatriate the insured vehicle to a single destination you choose within the UK.
- If agreed by us in advance, we will pay the cost of you or someone you nominate, who is able and legal to drive the insured vehicle, to return and collect the insured vehicle following repair. We will pay the cost of one economy air fare and/ or standard-class rail fare.

Important Information

If we repatriate you to the UK we will pay the cost of transporting your personal luggage back to the home address. Transportation of your personal luggage may be separate from the insured vehicle.

What is not covered:

- Any Customs import duties;
- Any additional costs (beyond those noted above) incurred in repatriating occupants injured as a consequence of a breakdown of the insured vehicle.

Europe - Replacement Driver

If the only available driver in your party suffers death, injury or serious illness and is certified as medically unfit to drive, we will pay up to £500 for a chauffeur we have arranged to drive or transport the insured vehicle back to a single destination in the UK.



Exceptions to Section 9 - Additional benefits - Motor Breakdown

This section of your insurance does not cover the following:

1. Any legal responsibility, loss or damage and any costs that are also covered by any other insurance or organisation including any other breakdown or recovery service
2. Any legal responsibility arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000.
3. Any costs if the insured vehicle has been used from the time you purchased it, for public or private hire or reward, including but not limited to taxis or couriers.
4. Any costs for any service which is not arranged or agreed by us. Our Recovery Agent must have attended the initial breakdown for any other cover under this policy to be in force
5. Any costs if the insured vehicle is overloaded or carrying more than the amount of passengers for which it was designed.
6. The cost of recovering the insured vehicle, the driver and the passenger(s) to more than one place after any one breakdown.
7. Any recovery costs other than to the nearest garage if the breakdown occurs within one mile of the home address.
8. The cost of any parts, components or materials (including fuel) used to repair or remobilise the insured vehicle.
9. The cost of draining or removing incorrect or contaminated fuel.
(We will recover the insured vehicle to the nearest garage capable of providing this service, but you will be responsible for all other costs associated with the problem).
10. The cost of any glass replacement, tyre specialists or locksmith fees.
11. The cost of returning hired vehicles to the hire company.
12. Breakdowns due to frost damage or lack of oil, coolant, or other fluids (excluding fuel).
13. Any costs (including labour) incurred for any repairs carried out other than at the scene of the breakdown.
14. Any fines, penalty charges, parking charges, congestion charges.
15. Any request for assistance if the insured vehicle is temporarily immobilised by or cannot be safely reached or recovered due to; snow, ice, mud, sand, flood or being off road or on a road not accessible by the attending Recovery Agent.
16. Any costs where specialist equipment is needed to move the insured vehicle into a position where we can try to repair or recover. Any vehicle or equipment other than a standard recovery vehicle would be considered specialist.
17. Any request for service following a breakdown attended by police or emergency services until they have authorised the insured vehicle's removal.
18. Any request for service where a previous temporary repair is the cause of a breakdown.
19. Damage or costs incurred as a direct result of gaining access to the insured vehicle following any request for assistance.
20. The repair or recovery of the insured vehicle at or from the premises of a motor trader or repairer.
21. The attendance or recovery of any vehicle being used with trade plates.
22. Vehicles which are broken down before or at the time of purchase, or breakdowns due to faults already known to you when you purchased this policy.
23. Loss of or damage to the insured vehicle or its contents, or any valuables carried in it.
24. Telephone call charges.
25. Compensation due to any delays in providing the services covered under this policy.
26. More than 6 breakdowns per period of insurance.



-
- 27.** Insured vehicles undergoing maintenance, routine servicing or in a state of repair.
 - 28.** Insured vehicles not maintained and serviced in accordance with the manufacturer's recommendations.
 - 29.** Service for any faults if we have provided assistance for the same fault within the last 28 days, and a permanent repair to correct the fault has not been undertaken.
 - 30.** Costs you would have incurred even if the breakdown had not occurred, for instance: pre-booked hotel costs, the cost of meals, any ferry fares and toll fees that would have been incurred in the normal course of your journey or trip.
 - 31.** Any costs associated with the carriage of pets, livestock or vehicles or trailers associated with such carriage.
 - 32.** Expenses incurred in ordering incorrect replacement parts where this is due to insufficient or wrong information being given by you.
 - 33.** Vehicle storage costs unless we are in the process of repatriating the insured vehicle from Europe.
 - 34.** Any cover in Europe if the insured vehicle has been out of the UK for more than 60 consecutive days per trip during the period of insurance.



General conditions- Section 9 Additional benefits - Motor Breakdown

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

1. The insured vehicle must have an MOT (unless exempt), be taxed, insured and registered in the UK
2. You must make sure that the insured vehicle is in a safe and roadworthy condition at all times and it has been maintained and serviced in accordance with the manufacturer's recommendations. At the time of a claim you must be able to provide proof of servicing if we ask for it.
3. You must take all reasonable steps to prevent a breakdown, and the insured vehicle must not be used in an unsafe or un-roadworthy condition or until any necessary repairs have been carried out.
4. If the insured vehicle suffers a breakdown, you must immediately tell the Rescue Control Centre
5. If temporary repairs are carried out, such fault must then be immediately rectified before commencing a new journey.
Note: *Subsequent assistance for the same fault if we have provided assistance for the same fault within the last 28 days, and a permanent repair to correct the fault has not been undertaken.*
6. A roadworthy and accessible spare wheel for the insured vehicle (and any towed caravan or trailer if you have paid for it to be covered by this policy) must be carried at all times, except where one is not fitted as standard manufacturers equipment. The spare wheel must be fitted with a roadworthy tyre. If locking wheel nuts are fitted you must also carry the key/tool to remove them.
7. You must take reasonable care for the safety and supervision of the insured vehicle and if loss or damage occurs whilst it is in the care of a transport company, authority, repairer, car park or premises, the loss or damage must be reported, in writing, to such transport company, authority, repairer or premises.
8. You must take all reasonable steps to avoid or minimise any loss arising out of a claim under this insurance. Claims arising directly or indirectly out of financial incapacity will not be covered.
9. If recovery is required, the insured vehicle must be accessible. Any costs incurred as a result of the recovery operator not being able to load the insured vehicle are not covered.
10. Breakdown assistance or recovery will only be provided if you or a driver are with the insured vehicle when the breakdown occurs and when the rescue vehicle arrives.
11. You must keep all vouchers, invoices and receipts and other documents which may be relevant to a claim. Any documentary evidence and details we may require must be provided.
12. Any claims must be notified, in writing, as soon as possible, and in any event within 14 days of returning to the UK to Mobility Breakdown Assistance, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, supplying such information, details and documentary evidence as the administrators and/or the underwriters may require.
13. If we incur additional costs beyond the scope of cover which applies, you must reimburse these on demand and within 14 days. If assistance is requested whilst cover is not in force we may include a handling charge of no more than £200.
14. If you decline to accept our decision on the most suitable course of action then we may limit our liability in respect of any one incident to a maximum of £100.
15. Any agreement made between you and any garage (including the premises of the Recovery Agent we dispatch to you in the event of a breakdown) to conduct repairs not specifically covered under this insurance is solely between you and the repairing garage, and we are not responsible for the quality of such repairs.
16. Where cover is provided in Europe under Section 9 - Additional Benefits – Motor Breakdown, the insured vehicle must not be used outside the United Kingdom for more than 60 days in a row during the period of insurance.



Driving in Europe – General Advice

- *Helpful tips for when travelling abroad.*

You may be asked to produce your documents at any time. Make sure they are in order and readily available to avoid the risk of a police fine or even having the insured vehicle taken away.

It is your responsibility to ensure you have all documentation and equipment needed to comply with the requirements of immigration, customs, health and other regulations.

Documents to take:

- Valid full (not provisional) driving licence.
- Insured vehicle registration document.
- Motor insurance certificate.
- Your travel documents.

Check with your motor insurer to make sure you have the cover you expect when driving abroad.

Equipment requirements may include:

- Warning Triangle.
- Reflective jackets (Compulsory in France for motorcyclists from January 2016).
- Self-Test Breathalyser.

Medical Treatment

Please ensure you have adequate travel insurance.

If you are going to the European Union, the European Economic Area or Switzerland, make sure you've got a free European Health Insurance Card (EHIC). Apply via the website at <https://www.gov.uk/european-health-insurance-card>.

The EHIC entitles you to reduced cost, sometimes free medical treatment in most European countries.

In an emergency

112 is the European emergency telephone number you can dial anywhere in the European Union in case of an emergency situation.



Motor Legal Expenses

Motor Legal Expenses

- **24/7 Legal Advice**
- **Insurance for legal costs for certain types of disputes**

Helpline Services

Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone **0333 005 0351** and quote “**ERS – Motor Legal Expenses**”.

Terms of Cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The insurance covers **Advisers Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:-

- The **Insured Incident** takes place in the **Period of Insurance** and within the **Territorial Limits**, and
- The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

Personal Injury

What is insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** whilst **You** are in, boarding or alighting the **Vehicle** against those whose negligence has caused **Your** injury or death.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

What is not insured:-

Claims

- Relating to an agreement **You** have entered into with another person or organisation.
- For stress, psychological or emotional injury unless it arises from **You** suffering physical injury.



Uninsured Loss Recovery

What is insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** against those whose negligence has caused **You** to suffer loss of **Your** insurance policy excess or other out of pocket expenses.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

What is not insured:-

Claims

- Relating to an agreement **You** have entered into with another person or organisation.
- For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

Motor Prosecution Defence

What is insured

Advisers' Costs to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of the **Vehicle**. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

What is not insured:-

Claims:

- For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being control of the **Vehicle** whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences for which **You** do not get penalty points on **Your** licence
- For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence.

Motor Contract

What is insured

You are covered for **Advisers' Costs** to pursue or defend a **Legal Action** relating to a dispute over a contract for the sale or purchase of goods or services relating to the **Vehicle** including the **Vehicle** itself, provided **Advisers' Costs** do not exceed the amount claimed.

What is not insured:-

Claims where the contract was entered into before **You**:

- first purchased this insurance; or
- purchased similar insurance which was in place immediately before this insurance began.



General Exceptions – Section 9 Additional benefits - Motor Legal Expenses

There is no cover:

- Where the **Insured Incident** occurred before **You** purchased this insurance.
 - Where **You** fail to give proper instructions to **Us** or the **Adviser** or fail to respond to a request for information or attendance by the **Adviser**.
 - Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval.
 - For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
 - To defend **Legal Actions** arising from anything **You** did deliberately or recklessly
 - For claims made by or against the **Insurer, Us** or the **Adviser**.
 - Where a reasonable estimate of **Your Advisers' Costs** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery claims.
 - Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity.
 - For any claim arising from racing, rallies, competitions or trials.
 - For an application for Judicial Review.
 - For appeals without **Our** prior written consent.
 - For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**.
- Where at the time of the **Insured Incident You**:
 - were disqualified from driving;
 - did not hold a licence to drive;
 - did not have a valid MOT for the **Vehicle**;
 - did not procure valid vehicle tax;
 - failed to comply with any laws relating to the **Vehicle's** ownership or use
 - For disputes between the **Adviser** and any other party which is only over the level of **Advisers' Costs**.
 - For **Your** solicitors own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**.



General conditions –Section 9 – Additional benefits -Motor Legal Expenses

Claims

- **You** must notify **Us** as soon as possible and within a maximum of 180 days once **You** become aware of the **Insured Incident**. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced. To report a claim **You** must follow the instructions under “How to make a claim” below.
 - **We** shall appoint the **Adviser** to act on **Your** behalf.
 - **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which must not be unreasonably withheld, **We** may reach a settlement of the **Legal Action**.
 - **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers’ Costs** in excess of **Our Standard Advisers’ Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- The **Adviser** must:-
 - Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge.
 - Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - Keep **Us** regularly advised of **Advisers’ Costs** incurred.
 - Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers’ Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - Attempt recovery of costs from third parties.
 - Agree with **Us** not to submit a bill for **Advisers’ Costs** to the **Insurer** until conclusion of the **Legal Action**.
 - In the event of a dispute arising as to costs **We** may require **You** to change **Adviser**.
 - The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
 - **You** shall supply all information requested by the **Adviser** and **Us**.
 - **You** are responsible for any **Advisers’ Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** must be reimbursed by **You**.
 - **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.



Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- Being able to recover the amount of money at stake
- Being able to enforce a judgement.
- Being able to achieve an outcome which best serves **Your** interests.

Disputes

Any disputes between **You** and **Us** in relation to **Our** assessment of **Your** prospects of success in the case or nomination of solicitor may, where we both agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

Other insurances

- If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

HOW TO MAKE A CLAIM (Section 9 –Additional benefits - Motor Legal Expenses)

For Uninsured Loss Recovery & Personal Injury claims:

You should call **0330 123 5992** to report a claim. Details of **Your** claim will be passed to the **Adviser** who will contact **You** to discuss any uninsured loss recovery or personal injury claims or any assistance **You** require in relation to a hire car or **Vehicle** repairs.

All other claims:

You should telephone the **Legal Helpline** on **0333 005 0351** and quote “**ERS Motor Legal Expenses**” to obtain advice and request a claim form. Alternatively, **You** can submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Upon return of a completed claim form **We** will assess the claim and if covered, send details to the **Adviser** who will then contact **You** directly.



Data Protection Act

You details and details of **Your** insurance cover and claims will be held by **Us** and/or the **Insurer** for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

Customer Service

We aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** are not happy with **Our** final response or before **We** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
P O Box 8921

Colchester

CO4 5YD

Tel 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel 08000 234 567

Email: complaint.info@financial-ombudsman.org.uk

Compensation

We and Inter Partner Assistance are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or Inter Partner Assistance are unable to meet **Our** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk> or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey RH1 1PR

Registered No: FC008998



General terms

- *Extra matters to bear in mind*

No claim bonus

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	8%	N/A
2	16%	N/A
3	21%	N/A
4	30%	10%
5	35%	10%
6	40%	10%
7	45%	10%
8	45%	10%
9 +	45%	10%



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 without NCB protection				No Claims Bonus at next ERS renewal date with 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



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.

Payments for journeys (car sharing)

You can accept payments from passengers in your vehicle if you are giving them a lift for social or other similar purposes. Accepting these payments will not affect your insurance cover if:

- your vehicle cannot carry more than nine people (including the driver);
- you are not carrying the passengers in the course of a business of carrying passengers; and
- the total of the payments you receive for the journey does not provide a profit.

When your vehicle is not in use

If you have insurance cover under section 2 and you tell us that your vehicle is in a garage and not being used, we will reduce cover to loss or damage by fire or theft only, as long as this is not because of loss or damage you are claiming for.

We will return part of your premium to take account of the limited cover.

We will work out the refund from the date we receive the certificate of motor insurance.

Uninsured drivers

If you make a claim following an accident and the driver of the other car is not insured you will not lose your no claim discount or pay any excess, provided that:

- we establish that the accident is not your fault;
- you give us the other vehicle's make, model and registration number; and
- you give us the name and address of the person driving the other vehicle.



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 for which your vehicle is not insured;
 - 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 or is prevented by law from having a licence (unless they do not need a licence by law);
 - used on any race track, race circuit or toll road without a speed limit (such as the Nurburgring);
 - used for racing or pacemaking, used in any contest (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.

except where we need to provide the minimum insurance required by the Road Traffic Act.
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 independent arbitrator (to whom we must both agree). 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 a proportional (pro-rata) charge for the time you have been covered by your insurance

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. 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.

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.



Changes to your details.

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.

- 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 your vehicle is used.
- 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 (or anyone who is entitled to drive under this insurance) 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.



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 Insurance Database Services Limited (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 including the Claims Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). 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 for 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.



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

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
Website: 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
Website: 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 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,
10th Floor, Beaufort House,
15 St Botolph Street,
London EC3A 7QU
Tel: 0800 678 1100 or 0207 741 4100.
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk