a fresh approach to insurance

Classic Cars

Insurance Booklet

Underwritten by ERS

Contents

Thank you for choosing Ripe.

Ripe Insurance Services Ltd are permitted to deal as an agent for the insurer and are authorised and regulated by the Financial Conduct Authority. **We** have tried to make this document easy to read. However, **We** have still had to use some words that have a special meaning these are listed and explained in 'definitions'. From now on wherever a word with a definition is uses it will be printed in **bold** type.

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 to **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

The information **You** or **Your** representative have supplied has been relied upon by **Us** in offering the contract of insurance.

This policy document, certificate of motor insurance, **Schedule**, any **Schedule of endorsements** 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.

About ERS

ERS (Syndicate 218 at Lloyd's) is managed by IQUW 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).

IQUW Syndicate Management Limited is registered in England and Wales number 426475. The registered office is: 30 Fenchurch Street, London EC3M 3BD

Definitions

The key words and terms that **We** use in this document

Accessories

Parts added to **Your vehicle** that do not affect its performance

Agreed value

The amount which represents the insured value of **Your vehicle**

Note: If **Your** insurance has been accepted on an agreed value, it will be indicated on **Your Policy schedule**

Approved repairer

A motor vehicle repairer which is a member of **Our** approved repairer network and is authorised by **Us** to repair **The insured vehicle** after a valid claim under Section 2 of this insurance

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

Courtesy car

A Group B (small standard private car) or PV1 (small car-derived van or similar) vehicle loaned to **You** by **Our Approved repairer** whilst **The insured vehicle** is being repaired after a valid claim under Section 2 of this insurance

Note: A courtesy car is intended to keep **You** mobile. It is not necessarily a like for like replacement of **Your vehicle**. All courtesy cars are subject to availability and to the driver meeting the terms and conditions of hire from the approved repairer

Dismantled parts

Parts that belong to **The insured vehicle** that have been temporarily removed or that have been purchased to be attached to **The insured vehicle** as part of a renovation

Electric vehicle

A vehicle which uses one or more electric motors for propulsion; or a hybrid motor vehicle using a combination of electric motors and an internal combustion engine.

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

Inflatable Storage

An inflatable storage device is a protective cover for **Your vehicle** which is inflated by battery or mains power

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

Private garage

An enclosed permanent structure, comprised of brick, stone, concrete, timber or steel sides with an enclosed roof and with lockable secure entrance door(s), which is a non-communal, private building, designed and built specifically to house motor vehicles, which is solely for **Your** personal use and within the boundaries of **Your** permanent place of residence or address previously declared to and accepted by **Us**

Road
Any place which is a road for the purpose of any compulsory motor insurance law that operates in the **United Kingdom**

Schedule / Policy schedule
The document showing the vehicle **We** are insuring and the cover which applies. To be read in conjunction with the **Schedule of endorsements**

Schedule of endorsements
The document showing **Endorsements** that apply. To be read in conjunction with the **Policy schedule**

Spare parts
Duplicate or surplus parts to replace a lost or damaged part of **The insured vehicle**

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, our
ERS

You, your, yourself
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**)

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:

- **You** must tell **Us** about any potential claim at the earliest opportunity. If applicable, and it is safe to do so, please call **Us** from the scene of the accident
- Take photographs of any damage to the vehicles involved

Claims and windscreen helpline – 0330 123 5992

- Call this number if **You** need to report an accident, fire, theft or windscreen claim (if applicable)
- 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
- If **Your** claim is due to theft, attempted theft, malicious damage or vandalism, **You** must also notify the Police and obtain a crime reference number

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**
- **You** will be provided with a guaranteed **Courtesy car** to ensure **You** can keep mobile (Comprehensive cover only)
- 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 contact 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

Complaints

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.

Address: ERS Customer Relations, 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.

Address: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA

Tel: 020 7327 5693

Email: complaints@lloyds.com

Website: lloyds.com/complaints

If **You** are still not satisfied after contacting Lloyd's, **You** can refer **Your** complaint to the Financial Ombudsman Service (FOS.)

Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: 0800 023 4567

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

Website: 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, 30 Fenchurch Street, London EC3M 3BD

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.

If **You** have not made any claims within the 14 days, **We** will refund a proportional amount of premium based on the number of days remaining on **Your** policy. The minimum amount that will be retained by **ERS** will be £25 (plus insurance premium tax (IPT) where applicable).

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

Outside "14 Days Cooling Off Period"

If no claims have been made during the current **Period of insurance**, **We** will refund a percentage of the premium according to the period which **You** have had cover for, as detailed in the table below.

The amount retained by **Us** will be subject to a minimum amount of £25 (plus insurance premium tax (IPT) where applicable.

Period you have had cover for	Percentage amount to be refunded to you	Percentage amount to be retained by us
Over 14 days – 30 days	70%	30%
31 days – 60 days	55%	45%
61 days – 90 days	40%	60%
91 days – 120 days	25%	75%
121 days – 150 days	10%	90%
Over 150 days	Nil	100%

Refunds will be passed to **Your** broker.

If any claim has been made in the current **Period of insurance**, **You** must pay the full annual premium and **You** will not be entitled to any refund.

You may cancel this insurance by declaring to **Your** broker, **Your** requirement to cancel.

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 or email address.

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
- **We** identify fraud on another associated policy with **ERS** or
- **You** harass any member of **Our** staff or show abusive or threatening behaviour towards them

This is not an exhaustive list.

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.

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 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	✓	✓	✓	✓	✓	✗
Accident 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 - Inflatable storage device	✓	✓	✓	✓	✓	✓

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 cars

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 private 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**
- Any legal responsibility if **You** no longer have **The insured vehicle**
- Any event which happens when this 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
- Securing the release of a vehicle that has been seized by or on behalf of 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**.

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
- All other legal costs and expenses **We** agree to

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

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

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.

Charging cable – Liability

We will cover **Your** legal liability for death, bodily injury or damage to property arising out of the connection of **The insured vehicle** to a domestic mains power supply, or a public charging unit for the purposes of charging **The insured vehicle** . Only whilst it is connected by means of the manufacturer supplied domestic charging cable or the public charging unit's standard heavy-duty cable.

Cyber Liability Cover

We will pay any amounts **You** may legally have to pay subject to the limits stated under Section 1 for causing death or bodily injury to other people, or property damage, due to:

1. The use of, or failure of, any application, software or programme in connection with **Your vehicle** (including any driver assistance, safety or security systems);
2. Any computer virus, ransomware, code or software affecting any electronic systems fitted to **Your vehicle** by the original vehicle manufacturer;
3. Any threat, deception or hoax relating to 1 and/or 2 above;

subject to the terms, conditions, limitations and exclusions of this policy.

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

For a claim under this section, we will, at our absolute discretion, 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 UK mainland **Market value** of **Your vehicle** (including its **Accessories**) immediately before the loss up to the value shown on **Your Schedule**, or, if it applies, the **Agreed value** shown on **Your Schedule** or
- The amount it would cost **Us** to repair **Your vehicle** at an **ERS Approved repairer** or as otherwise agreed by **Our** appointed engineer

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.

We will not pay the VAT element of any claim if **You** are registered for VAT.

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 0330 123 5992.

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:

Condition	Excess
If **Your** windscreen is repaired by **Our** approved supplier	£10
If **Your** windscreen is replaced by **Our** approved supplier	£75
If **Your** windscreen is repaired or replaced by any other company	£125

If the only claim **You** make is for broken glass in **Your vehicle**'s windscreen or windows, including bodywork scratched by the breakage, it will not affect **Your** No Claim Bonus.

Extra excesses for young or inexperienced drivers

If **Your vehicle** is damaged while a young or inexperienced driver (including **Yourself**) is driving, **You** will have to pay the first amount of any claim as shown below. This is on top of any other **Excess** that **You** may have to pay.

Drivers	Amount
Under 21 years of age	£300
Aged 21 to 24 years	£200
Aged 25 years or over who has a provisional driving licence or has not held, for 12 months or more, a full driving licence issued by the UK or 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.

All arrangements for storage of a damaged vehicle must be agreed by **Us**. If **You** arrange storage without **Our** prior knowledge and consent, **We** will not pay any extra cost arising from that arrangement where this is greater than the cost **We** negotiate with **Our** approved supplier.

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**.

Where using **Our Approved repairer** for the repair of **Your vehicle**, and **Your vehicle** does not exceed 3.5 tonne gross vehicle weight **Our Approved repairer** will:

- Guarantee the repairs for 5 years
- Endeavour to use original equipment manufacturer parts/equipment where feasible
- Supply **You** with a **Courtesy car** (subject to availability) for the duration of the vehicle repair or until **Your** policy expires, whichever is the sooner (where the vehicle involved is covered comprehensively)

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, anyone conducting repairs to an insured vehicle should retain the following for **Our** inspection:

- A fully costed estimate
- All damaged parts and
- Images of the damaged areas of **The insured vehicle**

If **You** fail to provide all requested information, documentation and evidence of claim damage, **We** reserve the right not to pay for damages under this section.

If **You** choose to not use **Our** approved repairer, **We** will not:

- Be responsible for any delays incurred by the repairer
- Be responsible for the provision of a **Courtesy car**
- Guarantee the repairs
- Guarantee the use of original equipment manufacturer paint/parts

We may arrange for **Your vehicle** to go to a repairer of **Our** choice if **We** cannot reach an agreement with **Your** chosen repairer over costs.

It is not **Our** policy to use recycled or non-original parts and equipment when repairing **Your vehicle**, although on occasion it may be necessary.

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.

We alone will determine:

- When an insured vehicle is deemed a total loss
- The **Market value** of **The insured vehicle** , and where applicable
- Any salvage value of that insured vehicle

In the event that **We** deem **Your vehicle** a total loss, due to it being uneconomical to repair or subject to an unrecovered theft, **We** will offer an amount in settlement of the claim.

The insurance cover for that insured vehicle will end when **You** accept that offer.

You will not receive a refund of premium if **Your** insurance ends due to the total loss of **Your vehicle**.

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

If **The insured vehicle** is owned by someone else, **We** will discuss the valuation and payments directly with the vehicle owner rather than with **You**.

When **We** determine the value of **The insured vehicle** , **We** will take into account any discount on the manufacturer's recommended retail price received at the point of purchase.

Our offer will not exceed the amount shown on **Schedule**.

Once **We** have made a payment, **The insured vehicle** becomes **Our** property unless **We** agree otherwise.

Vehicles subject to a finance agreement

If the **Market value We** place upon **The insured vehicle** is equal to or greater than the amount owed to the finance company:

We will pay the finance company first and then settle the balance with the legal owner of **The insured vehicle** .

If the **Market value** placed upon **The insured vehicle** is less than the amount owed to the finance company:

We will pay the finance company the **Market value** of **The insured vehicle** . **You** may be required by the finance company to pay them the balance, subject to the terms of **Your** agreement with them.

Vehicles subject to a lease / hire agreement – no legal right to title

If the **Market value We** place upon **The insured vehicle** is greater than the amount owed to the lease / hire company, **We** will pay them only the amount of the outstanding finance, which will settle the claim in full.

If the **Market value We** place upon **The insured vehicle** is less than the amount owed, the amount **We** pay to the lease / hire company will settle the claim, and **You** may be required by the lease / hire company to pay them the balance, subject to the terms of **Your** agreement with them.

Vehicles subject to a lease / hire agreement – legal right to title or proceeds of sale

We will pay the lease / hire company the **Market value** of the vehicle, which will settle the claim in full. Any transfer of legal title or distribution of the proceeds of the vehicle should be taken up directly with the lease / hire company in line with the specific terms of **Your** agreement.

Salvage

Where applicable, **Your vehicle** will have a salvage category placed upon it, in line with the ABI Code of Practice.

Only vehicles deemed eligible to go back on the **Road** can be considered for retention. If retention is granted, the value of the salvage, as determined by **Us**, will be deducted from the settlement.

At the point of payment, the vehicle will become **Our** property unless **We** agree otherwise.

If **Your vehicle** has been subject to an insurance write off (total loss), **You** must be able to evidence the vehicle has been restored to a roadworthy condition.

In the event of **The insured vehicle** being subject to another claim, **We** will request documentary evidence of repairs and other documentation that **We** may require, to evidence, and to satisfy **Us**, that **The insured vehicle** has been maintained in a roadworthy condition, otherwise the valuation will be affected.

If **We** ask, **You** must send **Us Your vehicle** registration document (V5c), MOT certificate (if applicable), the purchase receipt for the vehicle, all keys and any other relevant documentation before **We** agree to settle the claim.

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 permanently fitted 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).

Electric vehicles - Leased batteries

In the event of loss of or damage to **The insured vehicle** under this section, **We** may be required to make a payment to the owner of **Your vehicle**'s battery, or batteries, if the battery is leased or hired.

Electric vehicles - Charging cable

We will insure **Your vehicle** charging cable against loss or damage caused by:

- accidental or malicious damage, flood damage or vandalism
- fire, lightning, self-ignition and explosion; or theft or attempted theft

Dismantled parts

We will pay up to the market or **Agreed value** of **Your vehicle** for the loss of or damage to **Dismantled parts** that are kept in a locked building at the address shown on **Your** proposal form or statement of facts, or another address previously agreed by **Us**.

Registration plates

We will pay the cost of replacing the registration number plates fitted to **Your vehicle** in the same style as those fitted immediately before the loss.

Cherished number plate

If, as a result of a valid total loss/theft claim under this policy, **You** are totally and irrevocably deprived of the use of the cherished registration number attached to **The insured vehicle** , **We** will pay (up to a maximum of £10,000) the amount equal to the value determined by a member of the Cherished Numbers Dealers Association. **We** will not be liable for losses occasioned by or happening through any of the following scenarios:

- **Your** permanent disqualification from driving
- Confiscation, seizure or detention by Customs or other officials or authorities
- If **You** or any company **You** are associated with is in liquidation or bankrupt

Should the number be re-issued by the DVLA, the entitlement to use the number will transfer to **Us**

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**. (This exception does not apply where any applicable part or accessory is no longer commercially available from the vehicle manufacturer or their agents 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
17. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority
18. Loss, theft, damage, impairment, disablement or loss of use of **Your vehicle** caused by:
    a) the use of, or failure of, any application, software, or programme in connection with **Your vehicle**, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
    b) the use of, or failure of, any electronic device connected to **Your vehicle** (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);
    c) any computer virus, ransomware, code or software;
    d) theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;
    e) any threat, deception or hoax relating to a), b), c), and/or d) above.

Section 3 – Medical expenses

We will pay up to £500 for each person for the medical expenses of anyone who is injured while they are in **Your vehicle** as a result of an accident involving **Your vehicle**.

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

Section 4 – Personal accident benefits

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

Death	£7,000
Loss of any limb	£5,000
Permanent loss of sight in one or both eyes	£5,000
The most **We** will pay in any **Period of insurance** is	£7,000

To get a payment, the injury or death must:

- Be directly connected with the accident involving **Your vehicle** or
- Have happened when **You** or **Your** husband, wife, civil partner were travelling in, or getting into or out of, any other private motor vehicle

We will make the payment to **You** or **Your** legal personal representative.

If **You** or **Your** husband, wife or civil partner 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
- 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 £300 for personal belongings (including tools which **You** use to maintain or repair **Your vehicle**) 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
- Wear and tear
- Child seats or child booster seats
- Theft of any property which is in an open or convertible vehicle, unless it is kept in a locked luggage compartment or
- Property that was not reasonably protected

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

Section 6 – Loss of keys and replacing locks

We will pay up to £500 if the keys for **Your vehicle** are lost or stolen and have not been recovered. **We** will pay the cost of replacing the entry key and transponders, ignition and steering locks that can be opened or operated with the lost items. This applies as long as:

- **You** let the Police know about the loss as soon as it is discovered and
- **We** deem it necessary to replace the above stated items due to the loss/theft of the keys causing a risk to the vehicle being stolen

You will not have to pay an **Excess** for any claim under this section and it will not affect **Your** No Claims Bonus.

Section 7 – Child seats

We will pay up to £150 to replace a child seat or child booster seat that was in **Your vehicle** at the time of an accident or theft covered under Section 2 of this policy. **We** will provide this cover even if there is no visible damage to the seat.

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

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, Bosnia and Herzegovina, Iceland, Montenegro, 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 90 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 90-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:

- 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 in the **United Kingdom** after the repairs have been made if **Your vehicle** cannot be driven because of any loss or damage

Section 9 – Inflatable storage device

We will pay up to £500 if **Your Inflatable Storage** device is lost or damaged because of a fire, theft or attempted theft.

General terms

Extra matters to bear in mind

No Claim Bonus

This insurance does not use a No Claims Bonus scale for the purposes of rate setting.

A no claims bonus cannot be earned under this insurance.

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.

Limited mileage condition

The cover for **Your vehicle** is based on the annual mileage which **You** chose on **Your** proposal form or the annual mileage shown on **Your** statement of facts. **You** must tell **Us** if the annual mileage will be more than this figure because it may affect the cover provided.

Agreed value

If **Your vehicle** is stolen and not recovered or is a total loss, **We** agree to pay **You** the **Agreed value** as shown on **Your Schedule** and not the **Market value** of the vehicle. If **Your** insurance has been accepted on an **Agreed value**, it will be indicated on **Your Schedule**.

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

General exceptions

These general exceptions apply to the whole insurance

Your insurance does not cover **You** for:

Drivers and use

Any legal responsibility, loss or damage (direct or indirect) 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 racetrack, race circuit or toll **Road** without a speed limit (such as the Nürburgring)
- Used for racing or pace-making, 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

Drugs and alcohol

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being driven by or is in the charge of anyone (including **You**) and is convicted of:

- Driving over the legal limit for alcohol or
- Driving under the influence of drugs, prescribed or otherwise

If convicted (which includes a conviction for failure to provide a breath, blood or urine sample) this shall be deemed to be conclusive evidence that the driver at the time of the loss or damage was under the influence of alcohol or drugs.

We will provide the minimum insurance required by the Road Traffic Act but **We** reserve the right to seek recovery of any such amounts from **You** or the driver of **Your vehicle**.

Construction and use

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being used to carry:

- More passengers than the maximum seating capacity for **The insured vehicle** as set by the vehicle manufacturer or
- Passengers in a manner likely to affect the safe driving and control of **Your vehicle** or
- Any load which is greater than the maximum carrying capacity as set by the vehicle manufacturer of, if applicable, any plated weight limit of **The insured vehicle**

Airfields

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being used in or on a restricted area (areas to which the public do not have free vehicular access) of an airport, airfield or aerodrome. **We** will not pay for any claim concerning an aircraft within the boundary of the airport, airfield or aerodrome except where **We** need to provide the minimum insurance required by the Road Traffic Act.

Hazardous goods

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from 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).

Criminal acts

Any legal responsibility for loss or damage (direct or indirect) caused whilst **Your vehicle** is used by anyone insured under this insurance:

- In the course or furtherance of a crime or
- As a means of escape from, or avoidance of lawful apprehension

Deliberate acts

Any legal responsibility for the death of or injury to any person or loss or damage (direct or indirect) caused by a deliberate act or omission to act by anyone insured under this insurance.

Excess

The amount of any **Excess** shown within this policy document and / or on **Your Schedule**.

Other contracts

Any legal responsibility, loss or damage (direct or indirect) that:

- Is also covered by any other insurance or
- **You** have accepted under an agreement or contract unless **You** would have had that responsibility anyway
- 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)

Jurisdiction

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.

Earthquake, riot, war and terrorism

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- An earthquake
- The result of war, riot, civil commotion, revolution or any similar event 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)
- 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

Nuclear / radioactive contamination

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- 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

Sonic bangs

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from pressure waves caused by aircraft or other flying objects.

Sanctions Limitations Clause

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America or any other applicable territory.

General conditions

What We expect for Your cover to be valid

Your responsibilities

Your premium is based on the information **You** gave at the start of the insurance and when it is renewed.

You are responsible for the information **You** or **Your** appointed representative has provided to **Us**. **You** should ensure that the information provided is, as far as **You** know, correct and complete.

If **You** have failed to give **Us** complete and accurate information, this could lead to **Us** changing the terms of **Your** policy, refusing **Your** claim or the insurance not being valid.

You must, if requested, provide **Us** with all relevant information and documentation in relation to this insurance.

The vehicle must have an MOT (unless exempt), be taxed (unless exempt), insured and registered in the UK and **You** must:

- Take all reasonable steps to protect **Your vehicle** from loss or damage
- Maintain **Your vehicle** in a roadworthy condition and
- Let **Us** examine **Your vehicle** at any reasonable time

If the above requirements are not met, **We** may reject or reduce **Your** claim, and/or cancel **Your** policy or declare **Your** policy null and void.

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.

NOTE: When a change is made **Your** broker will tell **You** if this affects **Your** policy, for example whether **We** can continue to offer cover or if **We** need to change **Your** premium.

If **You** don't tell **Us** about relevant changes, **Your** insurance may not cover **You** fully, or at all.

Here are some examples of the changes **You** should tell **Us** about:

- A change of vehicle (including extra vehicles and any temporary vehicles)
- All changes **You** or anyone else make to **Your vehicle** if these make **Your vehicle** different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic)
- A change of address
- A change in the vehicles value
- A change of job, including any part-time work by **Your** named drivers, a change in the type of business or having no work
- A new main user of **Your vehicle**
- Details of any driver that **You** want to drive who:
  - o **You** have not told **Us** about before
  - o is not specifically entitled to drive by the certificate of motor insurance, or
  - o is excluded by an **Endorsement**
- Details of any motoring conviction(s), disqualification(s) or fixed-penalty motoring offence(s) of any person allowed to drive or of any prosecution(s) pending (where a case is being investigated but there is no conviction yet) for any motor offence
- Details of any non-motoring 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) were driving any other motor vehicle (whether **You** own the vehicle or not)
- 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

Note: If **You** don't tell **Us** about relevant changes, **Your** insurance may not cover **You** fully, or at all.

Claim notification

After any loss, damage or accident **You** must give **Us** full details of the incident as soon as possible.

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 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.

You must notify **Us** of a claim at the earliest opportunity of it occurring. If **You** fail to comply with this section, or otherwise prejudice **Our** position, **We** reserve the right to seek recovery of any additional costs incurred due to **Your** action or failure to act.

Claim requirements – rights and obligations

If a claim is made which **You** or anyone acting on **Your** behalf knows is false, fraudulent, exaggerated, or provides false or stolen documents to support a claim **We** will not pay the claim and cover under this insurance will end.

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 (less any amounts **We** have already paid as compensation.). Once **We** have paid this, **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.

You must not admit to, negotiate on or refuse any claim unless **You** have **Our** permission.

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.

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**.

If **You** fail to provide all requested information, documentation and evidence of claim damage, **We** reserve the right not to pay for damages under Section 2 of this policy document.

Compulsory Insurance laws

If **We** are required to settle a claim in order to comply with the law applying to any country in which this policy operates, and which **We** would not otherwise be required to pay because of a breach of policy conditions, **We** shall be entitled to recover the amount paid and any associated costs, from either **Yourself** or the person who incurred the liability.

Arbitration

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**.

Misrepresentation

Where **We** identify: misrepresentation, non-disclosure, fraud, or any attempt to gain an advantage under this insurance to which **You** are not entitled, **We** will apply, at **Our** absolute discretion, 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
- Not return to **You** any premium paid
- Cancel the policy
- Void the policy (which means to treat the policy as though it never existed)
- Cancel or void any other **ERS** policies that **You** are connected with

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 and ensure they are aware that their personal details may be provided to **Us**.

IQUW Syndicate Management Limited is the data controller in respect of **Your** personal information. **We** will process the details **You** have given **Us** in line with the UK's Data Protection laws and any other laws that apply. **We** may work with partner organisations and service providers who are located in other countries, and as a result **Your** information may be processed outside the **United Kingdom** and the European Economic Area. In all cases **We** will make sure that **Your** information is adequately protected. Whenever **We** transfer **Your** personal information out of the **United Kingdom We** will ensure a similar degree of protection is afforded to it by making sure that adequate safeguards are implemented, including transferring the data to a country that has been deemed to provide an adequate level of protection for personal data, or ensuring the transfer is subject to the standard contractual clauses approved by the European Commission or other contracts or mechanisms which provide equivalent protection.

You can find more information about how **We** use **Your** personal information on **Our** website: www.ers.com/policy-pages/privacy-policy

Where we collect your personal information

We might collect personal information about **You** from:

- **You**
- **Your** broker
- **Your** family members
- **Your** employer or their representative
- Other companies in the insurance market
- Credit reference agencies
- Anti-fraud databases, sanction lists, court judgement and similar databases
- Government agencies such as the DVLA and HMRC
- The publicly available electoral register
- In the event of a claim, third parties including the other party to the claim, witnesses, experts, loss adjusters, legal advisers and claims handlers
- Other publicly available sources of information including social media

How we use and disclose your personal information

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 details such as medical conditions or criminal convictions. The recipients of this information could include (but are not limited to) credit reference agencies, anti-fraud databases, other insurers, underwriters and other group companies who provide administration or support services. For claims handling, the recipients could include (but are not limited to) external claims handlers, loss adjusters, courts, legal and other expert advisers, and third parties who are involved in the claim. More information about these disclosures is set out below.

We purchase reinsurance to protect against the most significant claims made against motor insurance policies issued. Should such a claim arise under **Your** insurance contract, **We** may disclose to **Our** reinsurance broker and reinsurers, the details of the claim, including all personal and special category data related to the claim. That disclosure is necessary for the management of any reinsurance claim made by **Us** and this practice of spreading risk is standard practice in the insurance market.

The Data Protection laws classify information about **Your** medical conditions, disabilities and criminal convictions as 'special category' personal data which warrants extra protection. **We** will only share this kind of personal data where it is essential to administer **Your** insurance contract or deal with any claims, or for anti-fraud purposes and will only be used in accordance with appropriate laws and regulations.

Most of the personal information **You** provide to **Us** is needed for **Us** to assess **Your** request for insurance, to enter into the insurance contract with **You** and then to administer that contract. Some of the information is collected for fraud prevention purposes, as described below. If **We** need **Your** consent to use any specific information, **We** will make that clear at the time **We** collect the information from **You**. **You** are free to withhold **Your** consent or withdraw it at any time, but if **You** do so it may impact upon **Our** ability to provide insurance or pay claims. Further details about the legal basis for **Our** processing of personal information, and the disclosure **We** may make, can be found on **Our** website: www.ers.com/policy-pages/privacy-policy

The personal information we may collect about you

Types of Personal Data	Details
Individual details	Name, address (including proof of address), other contact details such as email and phone numbers, gender, marital status, date and place of birth, nationality, employment status, job title, details of family members including their relationship to **You**
Identification detail	National insurance number, passport number, driving licence number, other relevant licences
Financial information	Bank account and/or payment details, income and other financial information
Policy information	Information about the quotes **You** receive and policies **You** take out
Telematics (where **You** use this technology)	Details of journeys made, locations, times and dates, driving behaviours and driving patterns
Credit and anti-fraud information	Credit history, credit score, sanctions and criminal offences, including information received from external databases about **You**
Previous and current claims	Information about previous and current claims (including under other insurance policies) which may include data relating to **Your** health, disabilities, criminal convictions (including motoring offences) and in some cases surveillance reports; also, dashcam recordings where this technology is used; also, information collected from publicly available sources of information including social media.
Special categories of personal data	Health, disability, criminal convictions (including motoring offences)

Accepting and administering your policy

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.

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
- 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 **Your** policy

Profiling

When calculating insurance premiums, **We** may compare **Your** personal details against industry averages in accordance with applicable laws and regulations. **Your** personal information may also be used to create the industry averages going forwards. This is known as profiling and is used to ensure premiums reflect risk. Profiling may also be used to assess the information **You** provide so **We** can understand risk patterns.

Special categories of personal data may be used for profiling where this is relevant, such as medical history or past motoring convictions (including motoring offences).

We may also make some decisions (for example about whether to offer cover or what the premiums will be) without any intervention by **Our** staff. These are known as automated decisions. **You** can find out more about how **We** make these decisions on **Our** website: www.ers.com/policy-pages/privacy-policy. See also "**Your** Rights" below.

Motor Insurance Database (MID)

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, DVLA, DVLNI, 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 askmid.com.

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, **Your** broker, **Your** legal representative, others involved in the incident, their insurer, their solicitor or representative and medical teams, authorised repairers, the police or other investigators. **We** also may have to investigate **Your** claim and conviction history. This may involve external claims handlers, loss adjusters, legal and other expert advisers.

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).

Call recording

You should note that some telephone calls may be recorded or monitored, for example calls to or from **Our** claims department, customer services team or underwriting department. Call recording and monitoring may be carried out for the following purposes:

- Training and quality control
- As evidence of conversations
- For the prevention or detection of crime (e.g., fraudulent claims)

Preventing or detecting fraud

We will check **Your** information against a range of registers and databases for completeness and accuracy. **We** may also conduct searches of publicly available sources of information including social media to verify claims and detect and prosecute fraud. **We** may share **Your** information with law enforcement agencies, legal advisers, investigators, 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 or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

Details of the registers, databases and fraud prevention agencies **We** use may be requested from the Company Secretary at: ERS Ins urance Group Limited, 30 Fenchurch Street, London EC3M 3BD

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.

Retention

We will keep **Your** personal data only for as long as is necessary for the purpose for which it was collected. In particular, **We** will retain **Your** information for as long as there is any possibility that either **You** or **We** may wish to bring a legal claim under or relating to **Your** insurance, or where **We** are required to keep **Your** information for legal or regulatory purposes.

Your rights

You have rights under the Data Protection laws including the right to access the information **We** hold about **You** (subject to any legal restrictions that may apply), to have the information corrected if it is inaccurate, and to have it updated if it is incomplete. In certain circumstances **You** may have the right to restrict or object to processing, to receive an electronic copy of **Your** data ("data portability") or to have **Your** data deleted. **You** can also find out about any automated decisions **We** make that affect **Your** insurance or premiums.

If **You** wish to exercise any of **Your** rights, please contact **Us** at:

Data Protection Officer
30 Fenchurch Street
London
EC3M 3BD

Email: dpo@ers.com

Further details about all the rights available to **You** may be found on **Our** website: www.ers.com/policy-pages/privacy-policy

If **You** are not satisfied with **Our** use of **Your** personal data or **Our** response to any request by **You** to exercise **Your** rights in relation to **Your** personal data, please contact dpo@ers.com

You also have a right to make a complaint to the Information Commissioner:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545745 (national rate)

Email: casework@ico.org.uk

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:

Address: 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

Web: fscs.org.uk

In the event of an accident

01

Phone us immediately, preferably from the scene of the incident, using the 24 hour helpline number

02

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

03

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

Phone **Us** using the 24 hour helpline number on

0330 123 5992

which will allow **Us** to arrange the following:

- ✓ Roadside recovery for immobile vehicles
- ✓ Collection and repair if cover is comprehensive
- ✓ A free loan car or car derived van (subject to policy terms)

Following the instructions above will help **Us** protect **You** from fraudulent claims and keep costs to a minimum a fresh approach to insurance

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