

ABOUT THIS DOCUMENT

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

INSURER

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

LANGUAGE AND LAW APPLYING TO THE INSURANCE

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

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

If you are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man at the start of the contract, the law of that area of jurisdiction will apply

TYPE OF INSURANCE AND COVER

ERS offers Comprehensive (COMP), Third Party, Fire and Theft (TPFT) and Third Party Only (TPO) Pen Underwriting Fleet insurance cover.

SECTIONS APPLICABLE BY COVER

Cover	Comp	TPFT	TPO
Section 1	✓	✓	✓
Section 2	✓	✓	✗
Accidental / Malicious Damage	✓	✗	✗
Fire / Flood / Theft / Vandalism / Windscreen	✓	✓	✗
Section 3	✓	✓	✗
Section 4	✓	✓	✓
Section 5	✓	✓	✓
Section 6	✓	✗	✗
Section 7	✓	✗	✗
Section 8	✓	✗	✗
Section 9	✓	✓	✓
Section 10	✓	✓	✓
Section 11	✓	✓	✓

SPECIFIC FEATURES, BENEFITS AND SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS (BY SECTION)

SECTION 1 - LIABILITY TO OTHERS

The most we will pay for third party property damage is:

- Private Cars £20,000,000
- All other vehicle types (including private cars used for hire purposes) £5,000,000
- Any vehicle carrying hazardous goods £1,200,000
- Liability arising from an act of terrorism £1,200,000

We will also pay up to £5,000,000 for costs and expenses resulting from any property damage claim(s) that arise from one incident involving a private car covered by this insurance.

The most we will pay for any prosecution awarded against you arising from breaking the Health and Safety at Work Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or Corporate Manslaughter and Corporate Homicide Act 2007 is £1,000,000.

SECTION 2 - LOSS OF OR DAMAGE TO YOUR VEHICLE

You must pay an amount towards any claim that you may make under section 2 of the insurance. This amount is called the ‘excess’. More than one excess may apply to a claim, but details of all excesses, including windscreen, will be shown in section 2 of the insurance or in the policy schedule.

We will pay up to £500 for audio, visual, communication, guidance or tracking equipment that was not part of the vehicle when it was originally manufactured.

Where the insured vehicle is a coach or bus, we will pay up to £2,500 for permanently fitted audio and telephone equipment, videos, televisions, food or drink vending machines and radio communication equipment. A £250 excess applies.

The cover extends to include a new vehicle replacement benefit in respect of a car or commercial vehicle with a gross vehicle weight of 7.5 tonnes or less, where the vehicle is less than one year old from buying it new and where any loss or damage to your insured vehicle will cost more than 50% of the manufacturer’s Recommended Retail Price of the vehicle to repair.

The cover extends to include a new vehicle replacement benefit in respect of a coach or bus, where the vehicle is less than one year old from buying it new and where any loss or damage to your insured vehicle will cost more than 70% of the manufacturer’s Recommended Retail Price of the vehicle to repair

We will not provide any cover for the loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person

taking and driving it if it has been left unlocked, left with the keys in it, left with the windows open, left with the roof panel or the roof of a convertible vehicle open or reasonable precautions have not been taken to protect it.

If your vehicle is damaged while a young or inexperienced driver (including you) is driving you will have to pay the following excesses (on top of the other amount that you must pay).

- | | |
|---|------|
| ■ Under 21 years of age. | £300 |
| ■ Aged 21 to 24 years of age. | £200 |
| ■ 25 or over but who have not held a full EU driving licence for 12 months or more. | £200 |

SECTION 3 - LOSS OF KEYS AND LOCK REPLACEMENT

We will pay up to £1,000 for the loss of keys and lock replacement.

This benefit only applies if you let the police know about the loss as soon as it is discovered and the identity or garaging address of the vehicle would be known to any person who is in possession of your keys or lock transponder.

SECTION 4 - UNAUTHORISED USE

If an employee uses a vehicle without your authority, we will provide cover for the vehicle but will not provide indemnity for the employee.

SECTION 5 - UNLICENSED DRIVERS

We will provide cover for an unlicensed driver to drive a vehicle, provided a licence is not required by law. If a licence is required by law, we will only provide cover if the driver is old enough to obtain a licence for the vehicle.

SECTION 6 - MEDICAL EXPENSES

We will pay up to £500 for each person for the medical expenses of anyone in your vehicle who is injured as the result of an accident involving your vehicle.

SECTION 7 - PERSONAL BELONGINGS

There is a £250 limit on personal belongings. This benefit does not apply to money, goods or samples connected with your business, property insured under any other contract or property that was not protected.

Where the insured vehicle is a coach or bus we will pay for the loss or damage to a passenger's luggage and personal effects. The most we will pay is £500 for any one passenger, subject to £30,000 for anyone incident and a total of £50,000 of any one period of insurance. A £50 excess applies for each passenger claim, to a maximum of £1000 per incident.

SECTION 8 - PERSONAL ACCIDENT

Personal accident benefits are only given to the driver of an insured vehicle and are restricted to accidents resulting from travelling in, or getting into or out of the vehicle. We will pay up to £10,000 for death, the loss of any limb or permanent blindness in one or both eyes. The most we will pay in any one accident is £10,000.

We will not pay any amount for death or injury arising from suicide, attempted suicide, a person not wearing a seatbelt (where they need to by law), or if a person is convicted of driving whilst under the influence of drink or drugs at the time of the accident.

SECTION 9 - FOREIGN USE

The cover shown on the schedule applies to any member country of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland (including Liechtenstein).

This cover only applies to private cars and commercial vehicles.

SECTION 10 – MOTOR LEGAL EXPENSES

Policy sections - All

Cover is provided Inter Partner Assistance SA, and administered on their behalf by Arc Legal Assistance Ltd.

Legal costs of up to £100,000 per claim are covered.

You are not covered for any other legal representative's costs unless court proceedings are started or a conflict of interest arises.

For a claim to be covered there must be reasonable prospects of a successful outcome and adviser's costs must be proportionate to the benefit of the claim

Policy Section: Personal Injury

Provides for; - Damages claims arising from a road traffic accident against those whose negligence has caused your injury or death.

There is no cover for claims for stress, psychological or emotional injury unless it arises from you suffering physical injury.

Policy Section – Uninsured Loss Recovery

Provides for: - 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. There is no cover for claims relating to an agreement you have entered into with another person or organisation.

Policy Section – Motor Prosecution Defence

Provides for: - Legal costs to defend Motoring prosecutions in respect of an offence arising from your use or ownership of the vehicle.

There is no cover for claims arising from an allegation that you were in control of the vehicle whilst under the influence of alcohol or non-prescribed drugs.

Policy Section – Motor Contract

Provides for: - Legal costs to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the vehicle (including the vehicle itself).

There is no cover where the contract was entered into before you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

SECTION 11 – UK AND EUROPEAN MOTOR BREAKDOWN

Provides a motor vehicle breakdown and recovery insurance, designed to help keep you and your party mobile in the UK and the designated countries of Europe. 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.

PERIOD OF INSURANCE

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

CANCELLATION

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

Your right to change your mind

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

HOW TO CLAIM

If a claim or possible claim occurs you must report it to us as soon as possible. Call our 24-hour helpline on 0330 123 5991. If the claim is for a windscreen replacement or repair, call 0345 602 3378.

PREVENTING AND DETECTING FRAUD AND CLAIMS HISTORY

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

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



DISCLOSURE OF INFORMATION

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

COMPLAINTS

We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, the complaints procedure is as follows.

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive. The address is ERS Governance Affairs, PO Box 3937, Swindon, SN4 4GW. Tel: 0345 268 0279 Email: complaints@ers.com

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.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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