

Your Policy Document - PENUW 0217

Pen Underwriting Motor Fleet Insurance



Pen Underwriting 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 Pen Underwriting Limited 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

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.

Signed for and on behalf of ERS



Mark Bacon
Active Underwriter





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Definitions

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

- **Accessories** - parts added to your vehicle that do not affect its performance.
- **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 the driver meeting the terms and conditions of hire from the approved repairer.
- **Endorsement** - 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.
- **Hazardous goods** – goods as defined by; The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 ("CDG 2009") or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.
- **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.
- **Pen Underwriting Limited** – Pen Underwriting Limited are the managing general agent for this policy. ERS has delegated authority to Pen Underwriting Limited to underwrite this insurance for you on their behalf.
Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493). Registered office: The Walbrook building, 25 Walbrook, London EC4N 8AW. Registered in England and Wales. Company Number: 51725311
www.penunderwriting.co.uk
- **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, Policy schedule** - the document showing the vehicle we are insuring and the cover which applies. To be read in conjunction with schedule of endorsements.
- **Schedule of endorsements** – the document showing endorsements that apply. To be read in conjunction with the policy schedule.
- **United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- **We, us** - ERS.
- **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).
 - **Agricultural vehicle** meaning a vehicle used solely for agricultural or forestry purposes.
 - **Articulated vehicle** - a goods carrying vehicle made up of a power unit and one or more semi-trailers.
 - **Bus** meaning a passenger carrying vehicle with 17 or more passenger seats.
 - **Car** meaning any private car, estate car or utility car.
 - **Coach** meaning a passenger carrying vehicle with 17 or more passenger seats.
 - **Commercial vehicle HGV, (Heavy Goods Vehicle) LCV, (Light Goods Vehicle) Lorry** - meaning any motor vehicle other than a car, coach, minibus or motorcycle. agricultural vehicle, articulated vehicle, bus.



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- **Motorcycle** meaning any motorcycle, motorcycle and sidecar or moped.
 - **Minibus** meaning a vehicle with between 9 and 16 passenger seats in addition to the driver.
 - **Trailer** meaning any trailer which is your property or for which you are responsible. The trailer does not include a disabled mechanically propelled vehicle.



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 5991

- 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.
- If your claim is due to theft, attempted theft, malicious damage or vandalism, you should also notify the Police and obtain a crime reference number.

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 or roof panel open, or the roof of a convertible vehicle open (if your vehicle has these); or
- reasonable precautions were not taken to protect it.

Your Accident and Third Party Accident Cards are included at the back of this document, for use in the event of a claim.



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

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

If your vehicle breaks down, you can call the 24-hour Rescue Control Centre on: **01277 720790** where trained staff will deal with your request quickly.

Calling from Europe

IMA (UK) Assistance Ltd 24-hour Rescue Control Centre
(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 235 999

Please have the following information available:

- The document number and the person named as “the insured” on the policy schedule.
- The phone number from which you are calling.
- The insured 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:

Pen Underwriting UK and European Breakdown Assistance
Axis Court,
North Station Road,
Colchester,
Essex,
CO1 1UX.

CALL RECORDING

To help provide a first class service, telephone calls may be recorded.

Messages

On request, a message will be passed 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	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 - Loss of keys and replacing locks	✓	✗	✓	✗	✗
Section 4 - Unauthorised use	✓	✗	✓	✗	✓
Section 5 - Unlicensed drivers	✓	✗	✓	✗	✓
Section 6 - Medical expenses	✓	✗	✗	✗	✗
Section 7 - Personal belongings	✓	✗	✗	✗	✗
Section 8 - Personal accident	✓	✗	✗	✗	✗
Section 9 - Foreign Use	✓	✗	✓	✗	✓
Section 10 - Legal Expenses	✓	✗	✓	✗	✓
Section 11 - UK & European breakdown and recovery service	✓	✗	✓	✗	✓

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 third party property damage for any claim or series of claims for property damage arising out of one incident is:

- £20,000,000 – Where your vehicle is a private car not used for hire purposes; or
- £5,000,000 – for all other vehicle types; or
- £1,200,000 – in respect of any vehicle carrying hazardous goods; or
- £1,200,000 for liability arising from an act of terrorism.

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.

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.

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 causes 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.

Cover for principals

As far as is necessary to meet the requirements of any agreement or contract entered into by you for the performance of work, we will insure the principal at your request, provided the principal complies with the terms and conditions of this insurance in so far as they can apply.

Contingent liability

We will insure you while an employee of yours uses, on your business, a vehicle you do not own or have supplied as long as:

- you have given express permission for the vehicle to be used on your business;
- you have taken all reasonable steps to ensure that there is a separate motor insurance policy, in the employee's name, giving you cover for such use; and
- there is no cover provided by any other insurance.

We will not be liable:

- for any loss or damage to such vehicle; or
- to cover any person driving such vehicle.

Joint liability

If this document is in the name of more than one person, we will cover each person as if we had sent an individual document to each. We will cover each against the liability of the other, as long as the liability, loss or damage is not covered by any other insurance.

Unauthorised movement

We will insure you in respect of any accident caused by, through or in connection with the movement of any motor vehicle not belonging to you and not in your custody or control as long as the vehicle is preventing your vehicle from passing and:

- is being moved by an employee of yours;
- is being moved in connection with your business;
- is not the property of the employee moving it; and
- is not covered by any other insurance covering such accident, damage or loss.



Legal costs

In respect of any event which is covered under this Section, if we first agree in writing, we will arrange and pay:

- up to £1,000,000 towards your legal fees and expenses for defending legal proceedings, including appeals, and;
- up to £1,000,000 towards the cost of any prosecution awarded against you arising from any health-and-safety enquiry or criminal proceedings for 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.

We will not provide this cover:

- unless the proceedings relate to an actual or alleged act, failure to act or accident that happens during the period of insurance within the United Kingdom and in connection with your business;
- unless the proceedings relate to an actual or alleged act, failure to act or accident arising from you, or a person on your behalf using, or you having or owning, a motor vehicle or trailer where compulsory insurance or security is required by the Road Traffic Act;
- for any proceedings which result from your deliberate act or failure to act; or
- where cover is provided by any other policy.

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 any premises belonging to or occupied by you, any other property owned by you or in your custody or control or any property or load being conveyed by the insured vehicle or trailer.
3. Death of or bodily injury to any person arising out 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 the relevant laws.
4. Death, bodily injury or damage to property caused as a result of plant covered by this policy being used as a tool of trade.
5. Any liability arising while any vehicle is being 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;
 - ground equipment parking areasexcept where we need to provide the minimum insurance required by the Road Traffic Act.
6. Any liability arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, except where we need to provide the minimum insurance (£1,200,000) required by the Road Traffic Act.
7. 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.
8. Death, bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - the bringing of any load to any commercial vehicle for loading on to; or
 - the taking away of the load from any commercial vehicle after it has been unloaded by any person other than the driver or attendant of such vehicle.



Section 2 – Loss of or damage to your vehicle

This cover only applies to your vehicle

We will insure your vehicle and accessories against loss or damage (less any excess that applies) caused by:

- accidental or malicious damage, flood damage and vandalism;
- fire, lightning, self-ignition and explosion; or
- theft or attempted theft, or taking the 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 as determined by us, 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.

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 0345 602 3378.

A replacement will be subject to the excess shown on the schedule for each claim. There is no limit on the cost of the windscreen.

No excess will apply if the windscreen can be repaired instead of replaced.

This benefit does not apply to damaged sun roofs, roof panels, lights or reflectors whether glass or plastic.

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 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 re-delivery

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 your vehicle does not exceed 3.5 tonne GVW, (and subject to using our approved repairer for the repair of your vehicle), our approved repairer, will, upon request and subject to availability, supply you with a courtesy car for the duration of the vehicle repair or until your policy expires, whichever is the sooner.

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

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.

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

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, unless you qualify for a new vehicle replacement benefit, offer an amount in settlement of the claim.

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

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 the 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 require documentary evidence of repairs and other documentation as 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.

New vehicle replacement

This cover applies to any car or commercial vehicle with a gross weight of 7.5 tonnes or less.

If the vehicle is less than one year old from the date of 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 plus taxes, or is lost by theft or is stolen and not recovered, we will replace it with a new vehicle of the same make, model and specification, provided one is available.

The lost or damaged vehicle will then belong to us.

New vehicle replacement (Coach and Bus)

This cover applies only where the insured vehicle is a Coach or Bus

If the vehicle 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 70% of the manufacturer's recommended retail price plus taxes, or is lost by theft or is stolen and not recovered, we will replace it with a new vehicle of the same make, model and specification, provided one is available.

If one is not available, we will pay an amount equal to that which was paid when you bought the vehicle, or the current manufacturers Recommended Retail Price (including taxes), whichever is less.

The lost or damaged vehicle will then belong to us.

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.

If it was not part of the vehicle when it was originally manufactured, we will only pay up to £500.



Audio, visual, vending & telephone equipment (Coach and Bus)

This cover applies only where the insured vehicle is a Coach or Bus.

We will pay up to £2,500 in total, for loss or damage to any permanently fitted audio and telephone equipment, videos, televisions, food or drink vending machines and radio communication equipment.

Exceptions: (what is not covered).

- We will not pay the first £250 of each and every claim
- We will not pay for loss or damage to accessories used with this equipment such as audio/video cassettes, Compact Discs, and other forms of media storage devices.

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 in your certificate of motor insurance).

Trailer Cover

If you request and we agree; we will also insure any trailer declared by you against loss or damage, while it is:

- attached to the vehicle, or;
- temporarily detached during the course of a journey, or;
- detached from the vehicle on your premises or those of your customer provided that the premises are securely locked overnight or when otherwise unoccupied.

Cover is restricted to trailers owned by you or which are in your care, custody or control.

The most we will pay in the event of a claim is the last value you told us about in respect of any one trailer.

There is no cover for contents in or on any trailer.



Exceptions to section 2

This section of your insurance does not cover the following.

1. Any amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
2. Wear, tear and depreciation.
3. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
4. The vehicle's value reducing, including loss of value as a result of damage, whether the damage is repaired or not.
5. Repairs or replacements which improve the condition of the vehicle.
6. Damage to tyres, unless caused by an accident to your vehicle.
7. Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
8. Loss resulting from repossessing the vehicle and returning it to its rightful owner.
9. 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
 - reasonable precautions have not been taken to protect it.
10. Loss of fuel.
11. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.



Section 3 – Loss of keys and replacing locks

We will pay up to £1000 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
- the address where your vehicle is kept would be known to any person who has your keys or lock transponder.

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

Section 4 – Unauthorised use

The insurance provided by this document will apply if an employee of yours uses your vehicle without authority but we will not be liable to cover your employee.

Section 5 – Unlicensed drivers

We will insure an unlicensed driver under this document when a licence is not required by law, provided the driver is old enough to have obtained a licence to drive the vehicle had one been required by law.

Section 6 – 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 7 – Personal belongings

We will pay up to £250 for 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;
- wear and tear; or
- property that was not protected.

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

Passenger Personal Belongings (Coach and Bus)

This cover applies only where the insured vehicle is a Coach or Bus.

We will extend cover under this section to include liability for loss of or damage to passenger's luggage and personal effects whilst in your vehicle. The most we will pay will be:

- £500 in respect of any one passenger
- £30,000 for any one incident; and
- £50,000 in total in any one period of insurance.

Exceptions: (what is not covered)

We will not pay the first £50 for each claim received from a passenger.

The maximum amount we will deduct in this way for individual claims arising out of one incident will be £1,000.



Section 8 – Personal accident

If the driver of an insured vehicle is involved in an accident and within three months of that accident it is the only cause of death or injury, we will pay £10,000 for; death, the loss of any limb or the permanent loss of sight in one or both eyes.

Payment will be made direct to the insured person or to their legal representative.

Exceptions

- We will not pay more than £10,000 for any claim(s) resulting from one accident.
- We will not pay any amount for injury arising from suicide or attempted suicide.
- We will not pay any amount for death or injury to any person convicted of driving while under the influence of drink or drugs at the time of the accident.
- We will not be liable to pay for death of or injury to any person not wearing a seat belt when they have to by law.

Section 9 – Foreign use

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

In respect of any countries other than shown above, you should contact us and if we agree to provide cover we may require an additional premium.

If cover is provided, the following benefits apply:

Insurance cover

We will extend your insurance to apply to claims which happen:

- in any country which we have agreed to provide cover for; and
- while the vehicle is being transported (including loading and unloading), between ports in countries where you have cover, as long as the vehicle is being transported by rail or by a recognised sea route of not more than 65 hours.

Customs duty and other charges

If your vehicle suffers any loss or damage covered by this insurance, and the 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, salvage charges and sue and labour charges incurred during transit of your vehicle, 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.



Definitions -Section 10 only

The following Definitions apply to Section 10 of this insurance document and shall keep the same meaning wherever they appear in Section 10 of this insurance document.

Where any conflict exists with the Definitions shown on Page 5, the definitions below shall apply in respect of cover under Section 10.

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.



Section 10 – 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 10

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 owns costs where **Your** claim is being pursued under a **Conditional Fee Agreement**.



General conditions -Section 10

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 10)

For Uninsured Loss Recovery & Personal Injury claims:

You should call **0330 123 59912** 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



Definitions -Section 11 only

The following Definitions apply to Section 11 of this insurance document and shall keep the same meaning wherever they appear in Section 11 of this insurance document.

Where any conflict exists with the Definitions shown on Page 5, the definitions below shall apply in respect of cover under Section 11.

- **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.

- **Period of insurance** – the period of time covered by this insurance (as shown on the policy schedule excluding the first 48 hours after the initial inception date).
- **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 policy schedule** – the document showing the insured vehicle details and the cover which applies.
- **The insured vehicle** – any eligible vehicle specified on the policy schedule (or reported to and accepted by us). All other vehicles are not covered.

Note: An eligible vehicle is any insured vehicle which must be a private car, MPV, motorcycle, car derived van or LCV not exceeding 3.5 tonnes GVW, which you are travelling in/on at the time of a breakdown.

- **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 31 days per trip, and up to 90 days in total during the period of insurance.



Section 11 – UK and European breakdown and recovery service

NOTE: 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 vehicles 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.



UK Alternative Travel or Overnight Accommodation

If the insured vehicle suffers a breakdown more than **25** miles from the home address, and it cannot be repaired the same day, and it is not recovered under the UK Recovery Section, we will reimburse up to £200 in total for the cost of one of the following options:

- Vehicle hire for up to a maximum of 2 days so that the driver and passenger(s) can complete their journey and/or return to collect the insured vehicle after repair; or
- Alternative means of public transport, as arranged and agreed by us, so that the driver and passenger(s) can complete their journey and/or return to collect the insured vehicle after repair; or

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. We do not offer hire / replacement motorcycles. Where the insured vehicle is a motorcycle the option to hire a car is available. The provision of a replacement vehicle is subject to availability and the hire company's terms and conditions, including any driving licence restrictions and minimum age requirements.

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.



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.

Trips solely within the UK are not covered under this section.

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. We do not offer hire / replacement motorcycles. Where the insured vehicle is a motorcycle the option to hire a car is available.

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 11

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.



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- 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 31 consecutive days, or for more than 90 days during the period of insurance.



General conditions-Section 11

- *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 Pen Underwriting UK and European Breakdown Service, 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 11, the insured vehicle must not be used outside the United Kingdom for more than 31 days in a row or more than 90 days in total 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.



General terms

Payments for journeys (car sharing) – only applies to private cars

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 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.

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 or if applicable; any plated weight limit of the insured vehicle.

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 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; or
- 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

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);



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.



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.

You must supply the details we need of any vehicles covered by this insurance for the purposes of the Motor Insurance Database (MID).

The vehicle must have an MOT (unless exempt), be taxed, 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.

Changes to your details.

You must tell us immediately about any changes to the information you have already provided. Please contact Pen Underwriting Limited 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.

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 of business activity.
- A change in the purpose for which you use 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 resulting in a driving disqualification or more than six penalty points being applied to the licence of any person allowed to drive.
- 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.
- 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.



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 are required to notify us of a claim within 72 hours of its occurrence. If you fail to do this, 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. (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.

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, 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.

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.



Cancellation

Where you may cancel your policy

You may cancel this insurance by declaring to us your requirement to cancel. We will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below)

We will then refund any amount we owe you to Pen Underwriting Limited subject to the premium having been paid.

Period you have had cover for	Percentage of annual premium covering that period	Percentage of refund
Up to 1 week	15%	85%
8 days to 1 month	25%	75%
up to 2 months	30%	70%
up to 3 months	50%	50%
up to 4 months	60%	40%
up to 6 months	75%	25%
up to 8 months	90%	10%
over 8 months	Full annual premium	Nil

Where we may cancel your policy

We or Pen Underwriting Limited 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. We will send this refund to Pen Underwriting Limited.

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;
- 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, non-disclosure 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.

Declaration Frequency

Your schedule will show you the frequency of when you are required to provide us with a declaration of the vehicles covered by this insurance. You should tell us of any vehicles added or deleted during the period in question, along with details of any temporary vehicles. We will calculate any additional or return premium based upon our standard calculation formula. (Details available upon request).



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. 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.



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.

You or Pen Underwriting Limited will have been provided with a password and instructions how to directly notify the Motor Insurance Database (MID) of changes to vehicles insured under this insurance.

Notification of changes must be transacted in accordance with The Motor Vehicles Regulations 2003 and any subsequent statute or Act of similar purpose.

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 and may delay or cause us not to pay a claim. 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 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 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

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,
www.fscs.org.uk



Your accident and third party cards

Your Accident Cards

Print the cards on a single sheet of paper and then cut the cards out. Put the card in your wallet / purse or vehicle's glove box.



YOUR ACCIDENT CARD 

Call immediately in the event of an accident

0330 123 5991

Windscreen helpline
0345 602 3378

Help us give you a good service and protect you from fraudulent and exaggerated claims:

- 01 Call our 24 hour helpline from the scene of the accident if possible
- 02 Give the other driver the Third Party Accident Card
- 03 Take photographs of damage to all vehicles and the scene of the accident if safe to do so
- 04 Note the number of occupants in the other vehicle(s)
- 05 Note the number, and details, of witnesses



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- 05 Note the number, and details, of witnesses



Third Party Accident Cards

Print the cards on a single sheet of paper and then cut the cards out. Put the card in your wallet / purse or vehicle's glove box.



THIRD PARTY ACCIDENT CARD



■ **Give this card to the other driver in all circumstances**

The ERS insured driver must complete his / her details before handing the card to the other driver

Full name

Telephone number

Name of person or company on the policy

Vehicle registration number

Policy number (if known)

IMPORTANT INFORMATION

We understand that accidents can sometimes be distressing and are always inconvenient.

If our driver is wholly or partly at fault for this accident we would like to assist you, should you require it, by:

Arranging and paying for your vehicle repairs and/or organising a replacement "like for like" vehicle for you (at no cost or inconvenience to you).

To take us up on our offer please contact us on: 0345 602 3376

You must show this card to your insurer and your legal or other agent.

They will need to be aware that we have made this offer to you.

You have a legal duty to keep your losses to a minimum.

You should be aware that you may be liable for hidden costs in connection with repairs to your vehicle or with the provision of a replacement vehicle by another party, even if they are recommended to you by your own insurer.



THIRD PARTY ACCIDENT CARD



■ **Give this card to the other driver in all circumstances**

The ERS insured driver must complete his / her details before handing the card to the other driver

Full name

Telephone number

Name of person or company on the policy

Vehicle registration number

Policy number (if known)

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Third Party Accident Cards

Print the cards on a single sheet of paper and then cut the cards out. Put the card in your wallet / purse or vehicle's glove box.



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IN THE EVENT OF AN ACCIDENT

01 Phone us immediately, preferably from the scene of the incident, using the 24 hour helpline number on the Your Accident Card

02 Give the Third Party Accident Card to the other driver in all circumstances. Make sure you write your contact details on it

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

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

By using the cards we can arrange:

Roadside recovery for immobile vehicles

Collection and repair if cover is comprehensive

A free loan car or car derived van (subject to policy terms)

Fire, Theft, Vandalism and Windscreen damage

Phone us using the 24 hour helpline number on 0330 123 5991

Windscreen helpline: 0345 602 3378

Following the instructions above will help us protect you from fraudulent claims and keep costs to a minimum