

The ERS Car insurance policy document (Reference ACPC 0621) delineates the terms and conditions governing the insurance coverage provided by ERS, managed by ERS Syndicate Management Limited, and is subject to the laws of England and Wales, unless otherwise specified. The contract comprises the policy document, certificate of motor insurance, schedule, and any endorsements, necessitating that the insured read all components together for a comprehensive understanding of their coverage. The policy encompasses various coverage types, including liability to others, loss or damage to the insured vehicle, medical expenses, personal accident benefits, personal belongings, loss of keys, child seats, and foreign use, with comprehensive coverage offering the broadest protection. Key exclusions include loss or damage while driving a vehicle owned by a household member, incidents outside the UK, and legal responsibilities if the vehicle is declared SORN. The policyholder is required to promptly notify ERS of potential claims and adhere to specific procedures, such as documenting damages and reporting thefts to the police.

Repairs must be conducted through an approved repairer network, with a courtesy car provided under comprehensive coverage; however, using a non-approved repairer incurs an additional excess. The insured must secure their vehicle to prevent theft claims from being denied due to negligence. In the event of a claim, the insured should not admit fault and must gather necessary details from other parties involved. The policy also covers claims against individuals insured under the policy, including business use, with legal costs covered up to £35,000 per incident. Towing coverage is included for properly secured caravans or trailers, while emergency medical treatment is covered as mandated by the Road Traffic Act, applicable only in the UK. Exclusions under this section include claims covered by other insurance, property damage to items owned by the insured, and pollution claims unless caused by a sudden event.

For loss or damage to the insured vehicle, coverage includes accidental damage, theft, and vandalism, with the insurer having the discretion to repair, replace, or pay cash for the loss, capped at the market value or repair costs. An excess applies for each claim, with additional amounts for

claims involving young or inexperienced drivers. Coverage for vehicles less than one year old is available under specific conditions, and the policy covers permanently fitted audio and visual equipment up to £500. Exclusions include wear and tear, mechanical failures, and theft if the vehicle was left unlocked or if reasonable precautions were not taken. Medical expenses for injuries sustained in an accident are covered up to £200 per person, and personal accident benefits provide up to £7,000 for death and £5,000 for loss of limbs or permanent sight loss. Personal belongings are covered up to £150, while lost or stolen keys and child seats are covered up to £500 and £150, respectively.

The policy includes a No Claim Bonus that may be reduced after claims, and the policyholder must inform the broker of any vehicle changes. The policy does not cover legal responsibilities arising from unauthorized use or illegal activities. Exclusions also encompass deliberate acts, incidents outside the UK, and damages from earthquakes or terrorism. The policyholder must provide accurate information, and failure to do so may result in changes to the policy or claim refusals. Immediate notification of changes in circumstances is required to maintain coverage.

In the event of a claim, the policyholder must report incidents promptly and provide necessary documentation, with fraudulent claims being denied. A 14-day cooling-off period allows for cancellation without reason, with specific refund conditions based on claims made. After this period, cancellation is possible with a pro-rata refund if no claims have been made, subject to a fee. The insurer may cancel the policy with seven days' notice for reasons such as non-payment of premiums or misrepresentation. The document also addresses misrepresentation, stating that the insurer may amend the policy or reject claims if inaccuracies are found. A structured complaints process is available, allowing policyholders to escalate issues to Lloyd's or the Financial Ombudsman Service.

The policy includes a Data Protection Notice detailing the collection and use of personal information, emphasizing compliance with UK Data Protection laws. It outlines the types of personal data

collected, including individual and financial information, and the necessity of sharing data with credit reference agencies for underwriting and fraud prevention. The Motor Insurance Database (MID) will contain policy information, and it is crucial for the policyholder to ensure their vehicle registration number is correctly listed to avoid potential vehicle seizure. Policyholders are required to report any incidents that could lead to a claim, and calls may be recorded for quality control. The insurer retains personal data only as long as necessary for legal claims or regulatory purposes, and policyholders have rights under data protection laws, including access to their information and the right to object to processing.

The policy is also covered by the Financial Services Compensation Scheme (FSCS), which may provide compensation if the insurer cannot fulfill valid claims, covering 90% of claims with no upper limit for certain mandatory insurances. In the event of an accident, policyholders are advised to contact the insurer immediately, document the scene, and note details of other vehicles involved to facilitate claims processing and minimize costs.