

# Specialist vehicle



**Motor policy**



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## 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 RH directly.

This insurance is written in English and any communications we send to you about it will be in English.

The law of England and Wales will apply to this contract unless:

- You and we agree otherwise or
- At the start date of the contract you are a resident of (or in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply

## Our agreement – your insurance

The information you or your representative have supplied has been relied upon by us in offering the contract of insurance.

This policy document, certification 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 the behalf of ERS.



Martin Hall  
Active Underwriter

## 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:

21 Lombard Street, London, EC3V 9AH

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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
- **Agreed value** - the amount which represents the insured value of your vehicle. If your vehicle is stolen and not recovered or is a total loss, we agree to pay you the agreed value and not the market value of the vehicle. If your insurance has been accepted on an agreed value, it will be indicated on your policy schedule. If we ask you to, you must give us a valuation certificate either from your driver's club or an independent specialist.

**Note:** Please ensure the value shown on the schedule is reviewed annually as this may affect the amount paid in the event of a claim.

- **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** - a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the current schedule of endorsements
- **ERS** - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only legally responsible for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on
- **Excess** - a contribution by you towards a claim under this insurance
- **Inflatable Storage**- An inflatable storage device is a protective cover for your vehicle which is inflated by battery or mains power

- **Market value** - the cost of replacing your vehicle with another one of the same make, model and specification and of similar age, mileage and condition at the time of an accident or loss

**Note:** Please ensure the value shown on the schedule is reviewed annually as this may affect the amount paid in the event of a claim.

- **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 the Schedule of Endorsements
- **Schedule of endorsements** - the document showing endorsements that apply. To be read in conjunction with the policy schedule
- **Trailer** - a trailer, semi-trailer or container used for carrying goods but which cannot be driven itself
- **United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands
- **We, us** - ERS
- **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)

## 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. Where any conflict exists with the definitions shown on Page 4, the definitions below shall apply in respect of cover under Section 11.

- **Breakdown(s)** - mechanical or electrical component failures/breakages; flat batteries; punctures; running out of fuel; misfuelling or contaminated fuel used; ignition keys lost, stolen or locked in the insured vehicle; damage caused by accident, vandalism or attempted theft; or being stuck in snow, ice, mud, sand or flood 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
- **Geographical limits:**
  - **UK** - within the mainland of England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and the Scottish Isles
  - **Europe** - any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein)
- **Home address** - the place where the insured vehicle is normally kept within the UK, as shown on the policy schedule
- **Passenger(s)** - persons being legally transported by the insured vehicle
- **Recovery agent** - a qualified motor mechanic or recovery driver who is a member of our approved recovery network
- **Specialist equipment** - non-standard apparatus or recovery vehicles which, in the opinion of the recovery agent, are required to safely recover the insured vehicle. Specialist equipment includes, but is not limited to, winches, skates, sliders, dolly wheels, donor wheels and crane lifts
- **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 UK and occurs during the period of insurance
- **You / your** - the policyholder as shown on the policy schedule and any authorised driver and passenger(s)

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## What to do if you need to make a claim

### Helpful notes

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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 and windscreen helpline – 0345 605 6327

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- Call this number if you need to report an accident, fire, theft or windscreen claim (if applicable)
- We're open 24 hours a day, 365 days a year. Our expert staff will take down the details, and help you get back on the road as soon as possible
- If your claim is due to theft, attempted theft, malicious damage or vandalism, you should also notify the Police and obtain a crime reference number

### You can count on us for all this:

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- 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

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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

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**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
- Reasonable precautions were not taken to protect it

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## **If someone makes a claim against you**

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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

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## 24-hour breakdown helplines

### Reporting a breakdown

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Whilst we hope that all journeys will be incident free, should the insured vehicle suffer a breakdown, our 24-hour Rescue Control Centre is on hand to help. Our aim is to attend the scene of a motor breakdown as quickly as we can. There may be times where delays arise due to external factors beyond our control i.e. the weather or roadworks. During these times we appreciate your patience.

You can contact the 24-hour Rescue Control Centre on:

- **0800 783 3280** or **01277 235763** when calling from the UK or
- **+44 1277 235999** when calling from Europe

If you are deaf, hard of hearing or speech impaired and require assistance, you can text your full name and registration number to **+44 (0) 7786 204387**.

So that we can help you as quickly as possible, please make sure you have the following information ready:

- The policy number, policyholder name and address
- A contact phone number
- The insured vehicle registration number, make and model
- The location of the breakdown
- Any vehicle modifications or other information which may be relevant to the recovery of the insured vehicle

**Please note:** To help provide a first class service, telephone calls may be recorded.

## 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 & Third party Fire & Theft	Accidental Damage & Third party Only	Accidental Damage, Fire & Theft	Third party Fire & Theft	Fire & Theft	Third Party Only
<b>Section 1</b> - Liability to others	✓	✓	✓	x	✓	x	✓
<b>Section 2</b> - Loss of or accidental damage to your vehicle	✓	✓	✓	✓	✓	✓	x
Accidental damage -----	✓	✓	✓	✓	x	x	x
Malicious damage -----	✓	✓	✓	✓	x	x	x
Fire -----	✓	✓	x	✓	✓	✓	x
Flood -----	✓	✓	✓	✓	x	x	x
Theft -----	✓	✓	x	✓	✓	✓	x
Vandalism -----	✓	✓	✓	✓	x	x	x
Windscreen-----	✓	x	x	x	x	x	x
<b>Section 3</b> - Medical expenses	✓	x	x	x	x	x	x
<b>Section 4</b> - Personal accident benefits	✓	x	x	x	x	x	x
<b>Section 5</b> - Personal belongings	✓	x	x	x	x	x	x
<b>Section 6</b> - Loss of keys and replacing locks	✓	x	x	x	x	x	x
<b>Section 7</b> - Child seat	✓	x	x	x	x	x	x
<b>Section 8</b> - Foreign use	✓	✓	✓	✓	✓	✓	✓
<b>Section 9</b> - Inflatable storage device	✓	x	x	x	x	x	x
<b>Section 10</b> - Garage	✓	x	x	x	x	x	x
<b>Section 11</b> - Vehicle breakdown and recovery service	✓	✓	✓	x	✓	x	✓

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.

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## Section 1 – Liability to others

### Driving your vehicle

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

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

The most we will pay for property damage is £20,000,000 for any claim or claims arising out of one incident.

We will pay up to £5,000,000 for any costs and expenses arising out of a claim or claims arising from one incident.

If there is a property-damage claim made against more than one person covered by this insurance, we will first deal with any claim made against you.

### Driving other cars

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

You are not insured against:

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

### Other people driving or using your vehicle

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

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

### Legal personal representatives

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

### Business use

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

### Legal costs

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

- Solicitor's costs if anyone we insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction
- The costs for legal services to defend anyone we insure against any prosecution arising from any death and
- All other legal costs and expenses we agree to

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

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## Emergency medical treatment

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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

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Under this section we will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will only provide this cover if:

- The caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment made for the purpose and
- The method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law

**We will not pay any claim arising from:**

- Loss of or damage to the towed caravan, trailer or broken-down vehicle
- Loss of or damage to any property being carried in or on the towed caravan, trailer or broken-down vehicle
- A caravan, trailer or broken-down vehicle being towed for reward
- Towing more trailers than the number allowed by law or
- If more than one caravan or broken-down vehicle is being towed at any one time

## Exceptions to Section 1

This section of your insurance does not cover the following:

1. Anyone who can claim for the same loss from any other insurance
2. Loss of or damage to property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance
3. Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws
4. Any legal responsibility, 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.

5. Death, bodily injury or damage arising as a result of loading or unloading your vehicle somewhere other than on the road by anyone apart from the driver or attendant

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## Section 2 – Loss of or damage to your vehicle

### **This cover only applies to your vehicle**

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

- Accidental or malicious damage, flood damage or vandalism
- Fire, lightning, self-ignition and explosion or
- Theft or attempted theft, or taking your vehicle away without your permission

### **For a claim under this section we will, at our absolute discretion, either:**

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- 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:**

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- The market value of your vehicle (including its accessories) immediately before the loss up to the value shown on your schedule, or, if it applies, the agreed value shown on your schedule or
- The 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**

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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)**

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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 605 6327.

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

The following excesses apply to a windscreen claim but there is no limit on the cost of the windscreen:

- If your windscreen is replaced by our approved supplier, you must pay the first £75 of any claim
- If your windscreen is repaired by our approved supplier, you must pay the first £10 of any claim
- If your windscreen is repaired or replaced by any other company, you must pay the first £125 of any claim

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## Extra excesses for young or inexperienced drivers

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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.

<b>Drivers</b>	<b>Amount</b>
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.

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## Recovery and redelivery

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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.

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## Repairs

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If your vehicle is damaged in any way which is covered by this insurance, you should contact us immediately. We can, if you wish, organise for our approved repairers to repair your vehicle.

Where using our approved repairer for the repair of your vehicle, and your vehicle does not exceed 3.5 tonne gross vehicle weight our approved repairer will:

- Guarantee the repairs for 5 years
- Endeavour to use original equipment manufacturer parts/equipment where feasible

If your vehicle cannot be driven safely, you should allow us the opportunity of moving it to the premises of an approved repairer or repairer of your choice if previously agreed by us.

If repairs are completed without our prior knowledge and consent this may affect the amount we pay in final settlement of your claim. In all circumstances, anyone conducting repairs to an insured vehicle should retain the following for our inspection:

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

If you fail to provide all requested information, documentation and evidence of claim damage, we reserve the right not to pay for damages under this Section.

If you choose to not use our approved repairer, we will not:

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

We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with your chosen repairer over costs.

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

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### **Guaranteed courtesy car (Comprehensive cover only)**

If you make a claim under this section and you choose to use our approved repairers, you will be provided with a guaranteed courtesy car for the duration of the repairs or until your policy expires, whichever is sooner.

If your vehicle is classed as immobile (unable to be moved), we aim to provide you with a courtesy car within 24 hours of the claim being reported.

The vehicle provided is intended to keep you mobile and will not necessarily be a like-for-like replacement of your vehicle. You will be provided with either a small, standard private car or small car-derived van.

All courtesy cars are subject to the driver meeting the terms and conditions of hire from the approved repairer.

If your vehicle is a total loss you will not be offered a courtesy car.

### **Total loss (write-off)**

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If the cost of repairs to your vehicle is greater than the market value or agreed value of your vehicle (whichever applies) we will offer you an amount in settlement. The insurance for your vehicle will end when you accept that offer.

If requested, you must send us the insured vehicle's registration document (V5c), MOT certificate, purchase receipt, all keys and any other relevant documentation before we agree settlement.

When we pay for a total loss of an insured vehicle the salvage becomes our property unless your vehicle is over 20 years of age where you may keep the salvage.

You will not receive a premium refund if your insurance ends due to a total loss claim. If you pay your premium under the instalment plan, the amount you owe for the year's premium will be taken from the claim payment. If the insured vehicle belongs to someone else, we will normally pay an amount for the total loss of the insured vehicle to the insured vehicle's legal owner.

If there is any outstanding loan on the insured vehicle, we may pay the finance company first. If our estimate of market value is more than the amount you owe them, we will pay you the balance. If our estimate of the market value is less than the amount you owe, you may have to pay them the balance.

If your vehicle is leased or on contract hire, we may pay the leasing or contract-hire company first. If our estimate of the market value is more than the amount you owe the leasing or contract-hire company, the amount we pay them will settle the claim. If our estimate of the market value is less than the amount you owe, you may have to pay them the balance.

When working out the value of the vehicle we may take into account any discount on the manufacturer's recommended retail price that you received when you purchased the vehicle.

### **New vehicle replacement**

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We will replace your car with a new one of the same make, model and specification (if one is available) if your car is less than one year old from the date of you buying it new and:

- The cost of repairing any damage (that is covered by this insurance) is more than 50% of the manufacturer's recommended retail price (including taxes) or
- It is lost by theft or is stolen and not recovered

If a vehicle is not available, we will pay an amount equal to that which was paid when you bought your vehicle or the current manufacturer's Recommended Retail Price (including taxes), whichever is less. The lost or damaged car will then belong to us.

### **Audio, visual, communication, guidance or tracking equipment**

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The cover provided by this policy includes loss of, or damage to, permanently fitted audio, visual, communication, guidance or tracking equipment that formed part of your vehicle when it was originally made.

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

### **When your vehicle is being serviced or repaired**

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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).

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**Dismantled / spare parts**

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In the event that a valid claim is submitted for the loss or damage of dismantled / spare parts kept in a locked building at the address shown on your statement of facts, (or another address previously agreed by us); we will pay up to the market value or agreed value of your vehicle as indicated on your schedule.

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**Cherished number plate**

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If, as a result of a valid total loss/theft claim under this policy, you are totally and irrevocably deprived of the use of the cherished registration number attached to the insured vehicle, we will pay (up to a maximum of £10,000) the amount equal to the value determined by a member of the Cherished Numbers Dealers Association.

**We will not be liable for losses occasioned by or happening through any of the following scenarios:**

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

Should the number be re-issued by the DVLA, the entitlement to use the number will transfer to us.

## Exceptions to Section 2

### This section of your insurance does not cover the following

1. The amount of any excess shown on your schedule
2. Any amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle)
3. Wear, tear and depreciation
4. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment
5. Insured vehicle's value reducing, including loss of value as a result of damage, whether the damage is repaired or not
6. Repairs or replacements which improve the condition of your vehicle
7. Damage to tyres, unless caused by an accident to your vehicle
8. Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions
9. Any amount over the last-known list price of any part or accessory or the cost of fitting any part or accessory if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom. (This exception does not apply where any applicable part or accessory is no longer commercially available from the vehicle manufacturer or their agents in the United Kingdom)
10. Loss of or damage to your vehicle as a result of deception
11. Loss resulting from repossessing your vehicle and returning it to its rightful owner
12. 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
  - You have not taken reasonable precautions to protect it
13. Loss of or damage to your vehicle resulting from a member of your immediate family, or a person living in your home, taking your vehicle without your permission, unless that person is convicted of theft
14. Loss of or damage to any vehicle which you are driving or using that does not belong to you, is not being bought by you under a hire-purchase agreement or is leased to you (unless that vehicle is shown on your schedule)
15. Loss of fuel
16. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority

## Section 3 – Medical expenses

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

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

## Section 4 – Personal accident benefits

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

- |   |        |
|---|--------|
| ▪ Death                                       | £7,000 |
| ▪ Loss of any limb                            | £5,000 |
| ▪ Permanent loss of sight in one or both eyes | £5,000 |

The most we will pay in any period of insurance is £7,000.

To get a payment, the injury or death must:

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

We will make the payment to you or your legal personal representative.

If you or your husband, wife or civil partner have any other insurance with us, we will only pay out under one contract.

### **This personal accident benefit does not apply to:**

- Death or bodily injury caused by suicide or attempted suicide or
- Any incident unless the insurance is in an individual's name

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

## Section 5 – Personal belongings

We will pay up to £300 for personal belongings (including tools which you use to maintain or repair your vehicle) in or on your vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

### **This personal belongings cover does not apply to:**

- Money, stamps, tickets and documents
- Goods or samples connected with the work of any driver or passenger
- Property insured under any other contract
- Child seats or child booster seats
- Wear and tear
- Theft of any property which is in an open or convertible vehicle, unless it is kept in a locked luggage compartment or
- Property that was not reasonably protected

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

## Section 6 – Loss of keys and replacing locks

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

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

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

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## Section 7 – Child seats

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

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

## Section 8 – Foreign use

We will provide the minimum insurance needed by the relevant law to allow you to use your vehicle:

- In any country which is a member of the European Union and
- In any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union
- While your vehicle is being transported (including loading and unloading), between ports in countries where you have cover, as long as your vehicle is being transported by rail or by a recognised sea route of not more than 65 hours

We will provide the cover shown on your schedule when you visit any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein). There is no limit on the number of trips you make in any period of insurance but each trip must be for no more than 90 days.

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

### Extra cover

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If you want to travel to any other country, or want to extend the 90-day limit on any one trip, you must contact RH. If we agree to extend your cover, and you pay any extra premium that we ask for; we will extend your insurance to apply in any country for which we have agreed to provide cover.

### Customs duty and other charges

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If your vehicle suffers any loss or damage covered by this insurance, and your vehicle is in any country for which we have agreed to provide cover, we will:

- Refund any customs duty you have to pay after temporarily importing your vehicle into any of the countries where you have cover
- Refund any general average contributions and salvage charges you may have to pay while your vehicle is being transported by a recognised sea route and
- Pay the cost of delivering your vehicle to you at your address in the United Kingdom after the repairs have been made if your vehicle cannot be driven because of any loss or damage

## Section 9 – Inflatable storage device

We will pay up to £500 if your inflatable storage device is lost or damaged because of a fire, theft or attempted theft.

## Section 10 – Garage

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

- Your vehicle is in the garage at the time and
- The garage is not insured under any other insurance

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

## Section 11 – Vehicle breakdown and recovery service

Unless shown otherwise by endorsement, this extension forms part of your insurance cover.

**NOTE:** This section of the policy is a motor vehicle breakdown and recovery insurance, designed to help keep you and your party mobile.

### Section A – UK Cover

#### ROADSIDE ASSISTANCE

##### What is covered:

We will cover the following if the insured vehicle suffers a breakdown more than a ¼ of a mile from the home address (if less than a ¼ of a mile please refer to the home assistance section):

- Up to one hour of labour costs at the roadside to try and repair the fault
- Taking the insured vehicle and you to the nearest available repairer within 20 miles of the breakdown if it cannot be repaired at the scene
- Phoning someone that may need to know about the breakdown

If the repairer is closed and you ask us to take the insured vehicle back to the home address, we can pick it up the next day (or whenever suits you), and take it to the nearest available repairer within 20 miles of the home address.

##### What is not covered:

- More than one hour of labour costs at the roadside
- Any benefit not arranged and agreed by us
- Any costs (including labour) incurred for any repairs carried out other than at the scene of the breakdown
- Any transportation beyond the nearest available repairer unless previously agreed by us
- Any breakdowns occurring within a ¼ of a mile of the home address
- Any storage costs
- Any cost of recovering the insured vehicle and you to separate destinations after a breakdown

#### MISFUELLING

##### What is covered:

If the insured vehicle cannot be driven as a result of using the incorrect type of fuel, we will cover:

- Draining and flushing of the fuel tank at the roadside
- Taking the insured vehicle and you to the nearest available repairer for draining and flushing of the fuel tank, if it cannot be done at the scene
- Topping up the fuel tank with 10 litres of the correct fuel

**Please note:** if you realise you have used the incorrect fuel and have not started the insured vehicle, do not attempt to start it.

##### What is not covered:

- Any transportation beyond the nearest available repairer unless previously agreed by us
- Any loss of fuel due to draining and flushing
- Any resultant damage or failure of any parts caused by incorrect fuel being used

#### LOST KEYS

##### What is covered:

If you lock the keys within the insured vehicle or lose them, we will cover:

- Taking the insured vehicle and you to the nearest available repairer or
- Taking you to and from where the spare keys are located, provided it is no further than the nearest available repairer

##### What is not covered:

- Any repairing, replacing, or re-programming of keys

#### RECOVERY / ALTERNATE TRANSPORT / OVERNIGHT ACCOMMODATION

##### What is covered:

If the insured vehicle cannot be repaired at the scene of the breakdown or at the nearest available repairer by the end of the working day we will cover:

- Taking the insured vehicle and you to any one place within the UK that you choose or

- If you are more than 50 miles from the home address:
  - Vehicle hire up to £250 so that you can complete your journey and return to collect the insured vehicle after repair or
  - Alternative means of public transport up to £150 so that you can complete your journey and return to collect the insured vehicle after repair or
  - Overnight accommodation (on a room only basis) for 1 night, up to £75 per person to a total of £500, near where the insured vehicle is being repaired

**What is not covered:**

- Any overnight accommodation if the insured vehicle is a minibus
- Any breakdown occurring within a ¼ of a mile of the home address
- Any costs for food, meals or drinks
- Any fuel and oil costs used in any hire vehicle
- Any costs other than the daily rate of a hire vehicle (please see important information for further details)
- Any costs related to the breakdown of a hire vehicle
- any ferry fares or toll fees

**REPLACEMENT DRIVER****What is covered:**

If the only driver in the insured vehicle is certified as medically unfit to drive during a trip/journey, we will arrange and cover the cost for a chauffeur to drive or transport the insured vehicle to a single destination that you choose.

**HOME ASSISTANCE****What is covered:**

If the insured vehicle suffers a breakdown within a ¼ of a mile of the home address we will cover:

- Up to one hour of labour costs at the roadside or the home address
- Taking the insured vehicle and you to the nearest available repairer if the breakdown cannot be repaired at the scene

**What is not covered:**

- Any recovery costs other than to the nearest available repairer if the breakdown occurs within a ¼ of a mile of the home address

**Section B - European Cover****What is covered:**

In addition to the cover provided in Section A UK cover, we will provide the cover stated in the following sub-sections if the insured vehicle suffers a breakdown during a trip.

Cover for misfuelling, lost keys and replacement driver cover is also extended to whilst the insured vehicle is being driven in Europe.

**What is not covered:**

- Any transportation of excise goods to or from Europe which come under the jurisdiction of HM Revenue & Customs (e.g. alcohol and tobacco). Any of these items must be removed from the vehicle prior to transportation being arranged and you will be responsible for any shipping costs
- Any cover in Europe if the insured vehicle has been out of the UK for more than 90 days for any one trip during the period of insurance

**COVER PRIOR TO TRIP DEPARTURE****What is covered:**

If the insured vehicle suffers a breakdown in the UK up to seven days prior to a pre-booked trip and cannot be repaired before the planned departure date (a garage report and evidence of your pre-booked trip will be required), we will cover:

- Rebooking a missed sea crossing (ferry or train) as a result of the breakdown, if the insured vehicle can be repaired within 24 hours of the original booked sea crossing or
- Overnight accommodation (on a room only basis) for you near where the insured vehicle is being repaired. The most we will pay is up to £75 per person per night, to a maximum of £750 (extended to £1,350 for minibuses) in total

**What is not covered:**

- Any claim where the policy was purchased less than ten days before your planned trip departure date
- Any costs for food, meals or drinks

## ROADSIDE ASSISTANCE

### What is covered:

If the insured vehicle suffers a breakdown in Europe we will cover:

- Up to one hour of labour costs at the roadside to try and repair the fault
- Taking the insured vehicle and you to the nearest available repairer if the breakdown cannot be repaired at the scene

### What is not covered:

- More than one hour of labour costs at the roadside
- Any costs (including labour) incurred for any repairs carried out other than at the scene of the breakdown
- Any transportation beyond the nearest available repairer

## ALTERNATIVE TRANSPORT / OVERNIGHT ACCOMMODATION

### What is covered:

If the insured vehicle suffers a breakdown in Europe, and it cannot be repaired the same day, we will cover:

- 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 you to get to your intended destination and for you to return to collect the insured vehicle after repair or
- Alternative overnight accommodation (on a room only basis) for you while the insured vehicle is being repaired, up to £75 per person per night, to a maximum of £750 (extended to £1,350 for minibuses) in total

### What is not covered:

- Any costs for food, meals or drinks
- Any use of hire cars across national borders
- Any fuel and oil costs used in any hire vehicle
- Any costs other than the daily rate of a hire vehicle (please see important information for further details)
- Any costs related to the breakdown of a hire vehicle

## RETURNING YOU AND THE INSURED VEHICLE BACK HOME

### What is covered:

If after a breakdown the insured vehicle cannot be repaired before the planned return date we will cover:

- Standard-class rail fares and/ or economy class air travel, as agreed by us, for you to return to the home address
- Vehicle storage costs
- Providing it will be repaired on return to the UK, transportation of the insured vehicle to a single destination you choose within the UK or
- If agreed by us in advance, the cost of one economy air fare and / or standard-class rail fare for either you or someone you nominate, who is legally entitled and able to drive the insured vehicle, to return and collect it following repair

### What is not covered:

- Any customs import duties
- Any other additional costs incurred in transporting injured occupants as a consequence of a breakdown
- Any costs if the transportation of the insured vehicle and you has not been arranged and agreed by us

## REPLACEMENT PARTS DISPATCH

### What is covered:

If replacement parts are needed to repair the insured vehicle, and these are not available locally, we will cover the costs to transport these parts.

### What is not covered:

- Any costs incurred from ordering incorrect replacement parts where this is due to insufficient or wrong information being given by you
- Any actual cost of any parts needed to repair the vehicle

## EMERGENCY REPAIRS FOLLOWING AN ATTEMPTED THEFT / BREAK-IN

### What is covered:

If the insured vehicle is damaged following an attempted theft or break-in, we will cover emergency repairs to secure it, up to a maximum of £200.

**Please note:** In order to make a claim under this section you will need to contact the police within 48 hours of the incident and be able to provide proof of this contact when requested.

### What is not covered:

- Any costs incurred after your return to the UK
- Any repairs for cosmetic damage including, but not limited to, damage to paintwork

## TENT THEFT OR DAMAGE

### What is covered:

If your tent is stolen or damaged following a break-in, attempted theft or theft of the insured vehicle, we will cover:

- Tent hire up to a maximum of £100 in total or
- Alternative overnight accommodation (on a room only basis) for you, up to £75 per person to a total of £500 (extended to £1,350 for minibuses)

### What is not covered:

- Any costs for food, meals or drinks
- Any cover under this benefit if a claim is also made for alternative overnight accommodation under Alternative transport / overnight accommodation

**Please note:** In order to make a claim under this section you will need to contact the police within 48 hours of the incident and be able to provide proof of this contact when requested.

## REPLACEMENT VEHICLE ON RETURN TO THE UK

### What is covered:

If we have agreed to return the insured vehicle and it is still out of use upon your arrival back in the UK, we will cover up to £250 for a hire vehicle while it is being repaired.

### What is not covered:

- Any fuel and oil costs used in any hire vehicle
- Any costs other than the daily rate of a hire vehicle (please see important information for further details)
- Any costs related to the breakdown of a hire vehicle

## Important information

**Claiming for expenses** - Any claim for expenses must be notified within seven days of the breakdown where it happens in the UK, or upon return from your trip, to: **RH Breakdown and Recovery Assistance**, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

You must keep all invoices and receipts and other documents which may be relevant to a claim. Any documentary evidence and details we may require must be provided.

**Recovery agent documentation** - 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 & understood the content in full.

**Hire vehicles** - 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. You may need to provide the hire car company with a credit card and a full driving licence to receive the vehicle.

You are responsible for any damage to the hire vehicle while it is in your possession and any excess imposed by the hire company. We will only refund amounts covered by this policy if we receive valid invoices and receipts.

If you take up the benefit of a hire vehicle, we will not pay any costs other than the daily rate of this vehicle. Costs you may incur that are not covered include:

- Any hire vehicle insurance costs
- Any fuel or oil costs in the hire vehicle
- Any costs related to damage or breakdown of the hire vehicle
- Any excess waiver costs

**Misfuelling** - If you realise you have used the incorrect fuel in the insured vehicle and:

- You have not started the vehicle – do not attempt to start it
- You have started the vehicle – stop at the nearest safe location, turn off the vehicle and call the 24-hour Rescue Control Centre immediately

**Returning your luggage home** - If we return you to the UK after a breakdown, we will transport your personal luggage back to the home address. Transportation of your personal luggage may be separate from the insured vehicle and you.

**Driving in Europe** - You may be asked to produce your documents at any time. Make sure they are to hand 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. You should always have the following:

- Valid full (not provisional) driving licence
  - Insured vehicle registration document
  - Motor insurance certificate
  - Your travel documents
- Make sure you have the cover you expect when driving abroad.

By law you may be required to carry certain equipment when driving in Europe. Please make sure you check and have everything you need.

**Animals** - If there are animals in the insured vehicle when it breaks down it will be our decision whether we can transport them. We will not be liable for the wellbeing of the animals. We will not transport livestock.

## General exceptions

### These general exceptions apply to section 11:

1. Any loss, damage or costs that are covered by any other insurance or breakdown organisation
2. Direct or indirect loss, damage or legal responsibility caused by, contributed to or arising from:
  - Acts of terrorism
  - An earthquake or other natural disaster
  - Any result of war, riot, revolution, civil commotion or unrest, or any similar event
  - Ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel
  - The radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment
  - Carrying any dangerous substances or goods which you need a licence from the relevant authority
  - Pressure waves caused by aircraft or other flying objects
3. Any costs if the insured vehicle has been used:
  - For public or private hire or reward, including but not limited to, taxis and couriers - unless the appropriate cover is shown on your policy schedule
  - On any race track, race circuit or toll road without a speed limit (such as Nurburgring)
  - For racing, rally, pace making or in any contest or speed trial, or practising for any such event, or is involved in any rigorous reliability testing
4. Our recovery agent must have attended the initial breakdown for any 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 any parts, components or materials used to repair or remobilise the insured vehicle
7. Any costs related to you not carrying a spare tyre or tyre inflation kit where applicable. This includes the sourcing and delivery of any tyres and any tyre specialist costs
8. Breakdowns due to frost damage or failure to maintain the insured vehicle which leads to insufficient oil, coolant, or other fluids (excluding fuel)
9. Any penalty, parking, congestion or emission charges or any fines
10. Any request for assistance if the insured vehicle is not accessible by the attending recovery agent
11. Any call-out related to a previous breakdown which has occurred within the last 28 days - unless you have made permanent repairs to the fault, or the insured vehicle has been declared fit to drive by a recovery agent, or is in transit to a pre-booked appointment at a suitable repairer
12. Damage or costs incurred as a direct result of gaining access to the insured vehicle following any request for assistance
13. The repair or recovery of the insured vehicle at or from the premises of a motor trader
14. The attendance or recovery of any vehicle being used with trade plates
15. 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
16. Loss of or damage to the insured vehicle or its contents, or any valuables carried in it
17. Telephone call charges
18. Compensation due to any delays in providing the services covered under this policy
19. Costs that aren't immediately to do with getting the insured vehicle back on the road, for example lost earnings if a breakdown means you are late for work
20. Breakdowns which occur due to speeding, alcohol or drug-related incidents

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## General conditions

### These general conditions apply to section 11:

1. We will only provide the cover described in this section if:
  - Anyone involved in or making a claim has met all the conditions in this document and
  - The information you have given is, as far as you know, correct and complete
2. We can:
  - Takeover, conduct, defend or settle any claim
  - Take proceedings, at our own expense 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
3. This insurance covers only the insured vehicle as shown on the policy schedule
4. The insured vehicle must have an MOT (unless exempt), be taxed, insured and registered in the UK
5. You must make sure that the insured vehicle is in a roadworthy condition at all times and it has been maintained and serviced in accordance with the manufacturer's recommendations, and any necessary repairs have been carried out. At the time of a claim you must be able to provide proof of servicing if we ask for it
6. If the insured vehicle suffers a breakdown, you must immediately tell the 24-hour Rescue Control Centre
7. Recovery of the insured vehicle will be undertaken in accordance with regulations as they relate to our recovery agents' working hours. Recovery agents may require regular breaks or operate staged recoveries where further agents are used to share the recovery
8. If the insured vehicle is fitted with locking wheel nuts you must carry the key/tool to remove them
9. Where possible you must stay with the insured vehicle when the recovery agent arrives
10. 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



## General terms

Extra matters to bear in mind

*These general terms apply to the whole insurance*

### No claim bonus

Where this insurance uses a No Claims Bonus (NCB) scale for the purposes of rate setting, this will be indicated under the "Vehicle details" section on your Schedule.

For each claim during a single period of insurance, the No Claims Bonus available at renewal will be reduced in accordance with our current step-back procedure scale as shown under the 'Protected no claim bonus (PNCB)' section overleaf.

If more than one vehicle is covered by this insurance, we will assess the no claim bonus as if each vehicle was insured separately.

Providing there have been no prejudicial claim(s) in the current period of insurance; we will give you a further years no claim discount, as long as the insurance has been in force for 12 consecutive months.

You cannot transfer your no claim bonus to another person.

If this insurance does not use a NCB Claims Bonus scale for the purposes of rate setting, the NCB noted under the 'Vehicle details' section of the Schedule will state "N/A" and a NCB cannot be earned under this insurance.

Number of Years NCB	Average NCB Discount in year	Average PNCB Cost
0	0%	N/A
1	7%	N/A
2	14%	N/A
3	21%	N/A
4	30%	10%
5	35%	10%
6	40%	10%
7	45%	10%
8	45%	10%
9 +	45%	10%

### Protected no claim bonus (PNCB)

PNCB is only available subject to the appropriate premium being paid and you having earned 4 or more years no claims bonus. If your policy includes PNCB, this will be shown on your schedule.

No claims bonus protection does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident even if you were not at fault.

No claims bonus protection allows you to make one or more claims before your number of no claims bonus years falls. Please see the step-back procedure (below) for details.

If your NCB at renewal is 3 years or less, you will not be able to protect your NCB for the forthcoming period of insurance.

Step-back Procedure	No Claims Bonus at next ERS renewal date without NCB protection				No Claims Bonus at next ERS renewal date with NCB protection			
	Prejudicial Claim(s) in the next 12 months				Prejudicial Claim(s) in the next 12 months			
Number of Years NCB at inception or latest ERS renewal	none	1	2	3 or more claims	none	1	2	3 or more claims
0	1	0	0	0	N/A	N/A	N/A	N/A
1	2	0	0	0	N/A	N/A	N/A	N/A
2	3	0	0	0	N/A	N/A	N/A	N/A
3	4	1	0	0	4	N/A	N/A	N/A
4	5	2	0	0	5	4	2	0
5	6	2	0	0	6	5	2	0
6	7	2	0	0	7	6	2	0
7	8	2	0	0	8	7	2	0
8	9	2	0	0	9	8	2	0
9+	10	2	0	0	10	9	2	0

### Changing or adding a vehicle to this insurance

If you change the vehicle covered by this insurance or need cover for an extra vehicle (including a temporary vehicle), please contact RH to discuss your requirements. If cover is agreed, RH will let you know about any change in premium and arrange for a new set of policy documents to be issued.

### Emergency medical treatment

Any payments we make for emergency medical treatment will not affect your no claim bonus.

### Payments for journeys (car sharing)

You can accept payments from passengers in your vehicle if you are giving them a lift for social or other similar purposes.

Accepting these payments will not affect your insurance cover if:

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

### Limited mileage condition (if applicable)

The cover for your vehicle is based on the annual mileage shown on your statement of facts and your schedule of endorsements. You must tell us if the annual mileage will be more than this figure because it may affect the cover provided.

### Agreed value

An agreed value is subject to a recognised independent or expert club valuation and two recent colour photographs of your vehicle. Your vehicle will be insured on its market value until we have accepted an agreed valuation.

Where an agreed value applies, a claim settlement offer will be based on the last valuation agreed by us, not the value of your vehicle at the time of the claim.

## 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 pace-making, used in any contest (apart from treasure hunts, road safety and non-competitive rallies) or speed trial or is involved in any rigorous reliability testing

### Drugs and alcohol

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

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

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

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

### Construction and use

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

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

### Airfields

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

### Hazardous goods

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from carrying any dangerous substances or goods for which you need a licence from the relevant authority (unless we need to provide cover to meet the minimum insurance needed by law).

### Criminal acts

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

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

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**Deliberate acts**

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

**Excess**

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The amount of any excess shown within this policy document and / or on your schedule.

**Other contracts**

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

- Is also covered by any other insurance or
- You have accepted under an agreement or contract unless you would have had that responsibility anyway
- Happens outside the United Kingdom, other than where we have agreed to provide cover. (Please refer to the Foreign use section of this policy document)

**Jurisdiction**

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Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.

**Earthquake, riot, war and terrorism**

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

- An earthquake
- The result of war, riot, civil commotion, revolution or any similar event elsewhere than in Great Britain, the Channel Islands or the Isle of Man (unless we need to provide cover to meet the minimum insurance needed by law)
- Acts of terrorism, as defined in the UK Terrorism Act 2000, unless we need to provide the minimum insurance required by the Road Traffic Act

**Nuclear/radioactive contamination**

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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**

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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.

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## General conditions

*What we expect for your cover to be valid*

*These general conditions apply to the whole insurance*

### Your responsibilities

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

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

If you have failed to give us complete and accurate information, this could lead to us changing the terms of your policy, refusing your claim or the insurance not being valid.

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

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

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

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

### Changes to your details

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You must tell us immediately about any changes to the information you have already provided. Please contact RH 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 job, including any part-time work by you or other drivers, a change in the type of business or having no work
- A change in the purpose for which you use your vehicle
- A new main user of your vehicle
- Details of any driver you have not told us about before, or who is not specifically entitled to drive by the certificate of motor insurance or is excluded by an endorsement, but who you now want to drive
- Details of any motoring conviction(s), disqualification(s) or fixed-penalty motoring offence(s) of any person allowed to drive or of any prosecution(s) pending (where a case is being investigated but there is no conviction yet) for any motor offence
- Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive
- Details of any accident or loss (whether or not you make a claim) involving your vehicle or that happens while you (or anyone who is entitled to drive under this insurance) were driving any other motor vehicle (whether you own the vehicle or not)
- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether or not the driving licence has been restricted

### Claim notification

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After any loss, damage or accident you must give us full details of the incident as soon as possible.

You must send every communication about a claim (including any writ or summons) to us without delay and unanswered. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must give us any information, documentation and help we need to help us deal with your claim. We will only ask for this if it is relevant to your claim.

You must notify us of a claim at the earliest opportunity of it occurring. If you fail to comply with this section, or otherwise prejudice our position, we reserve the right to seek recovery of any additional costs incurred due to your action or failure to act.

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## **Claim requirements – rights and obligations**

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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.

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## **Compulsory Insurance laws**

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

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## **Arbitration**

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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.

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## **Cancellation**

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### **“14 days cooling off period”**

If this insurance does not meet your needs, you may cancel it, without giving reason, by contacting RH within 14 days of the policy start date and declare your requirement to cancel.

We will make a charge equal to the period of cover you have had but this will be subject to a minimum amount of £10 (plus insurance premium tax (IPT) where applicable), except where an incident has occurred which may give or has given rise to a total loss claim, in which case the full annual premium will be payable to us.

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

### **Outside “14 days cooling off period”**

You may cancel this insurance by declaring to RH, your requirement to cancel.

If no claims have been made during the current period of insurance, we will refund the proportional (pro-rata) amount of the premium which applies to the remaining period of insurance.

Refunds will be passed to your broker.

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

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## Where we may cancel your policy

We or RH may cancel this insurance by sending seven days' notice, in writing, to your last known address. Refunds will be passed to your broker.

Your insurance may be cancelled because:

- You have not paid when due, a premium on an instalment plan
- You or anyone else covered by this insurance has not met the terms and conditions of the insurance
- You have not provided documentation requested by us or RH (such as a copy of your driving licence or evidence of no claim bonus)
- A change in your circumstances means we can no longer provide cover
- You misrepresent or fail to disclose information that is relevant to your insurance
- Identified fraud on another associated policy with ERS or
- You harass any member of our staff or show abusive or threatening behaviour towards them

This is not an exhaustive list.

## Misrepresentation

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Where we identify: misrepresentation, non-disclosure, fraud, or any attempt to gain an advantage under this insurance to which you are not entitled, we will apply, at our absolute discretion, one or more of the remedies listed below:

- Agree with you to: amend your policy to record the correct information, apply any required change in; premium, policy terms and conditions
- Apply any administration costs
- Reject or pay only a proportion of your claim
- Not return to you any premium paid
- Cancel the policy
- Void the policy (which means to treat the policy as though it never existed)

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## Complaints

*How to make a complaint if things go wrong*

### Our promise to you

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

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive.

Address: ERS Customer Relations, PO Box 3937, Swindon, SN4 4GW

Tel: 0345 268 0279

Email: [complaints@ers.com](mailto:complaints@ers.com)

If you are not satisfied with our response you may ask the Complaints department at Lloyd's to review your case.

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

Tel: 020 7327 5693.

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [lloyds.com/complaints](http://lloyds.com/complaints)

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

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

Tel: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [financial-ombudsman.org.uk](http://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, 21 Lombard Street, London, EC3V 9AH

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## Important notices and information

### Data Protection Notice

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This section contains important information about your personal details. Please make sure to show it to anyone covered by the policy and ensure they are aware that their personal details may be provided to us.

ERS Syndicate Management Limited is the data controller in respect of your personal information. We will process the details you have given us in line with the UK's Data Protection laws and any other laws that apply. We may work with partner organisations and service providers who are located in other countries, and as a result your information may be processed outside the European Economic Area. In all cases we will make sure that your information is adequately protected. Any transfers of personal information outside Europe will be subject to the provisions of the US Privacy Shield, standard contractual clauses approved by the European Commission or other contracts which provide equivalent protection.

You can find more information about how we use your personal information on our website: [www.ers.com/policy-pages/privacy-policy](http://www.ers.com/policy-pages/privacy-policy)

### Where we collect your personal information

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We might collect personal information about you from:

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

### How we use and disclose your personal information

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To assess the terms of your insurance contract, or to deal with any claims, we may need to share information like your name, address, date of birth and details such as medical conditions or criminal convictions. The recipients of this information could include (but are not limited to) credit reference agencies, anti-fraud databases, brokers / reinsurance brokers, other insurers / reinsurers, underwriters and other group companies who provide administration or support services. For claims handling, the recipients could include (but are not limited to) external claims handlers, loss adjusters, legal and other expert advisers, and third parties who are involved in the claim. More information about these disclosures is set out below.

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

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

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

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

### Accepting and administering your policy

If you pay your premiums via a credit facility, we may share your information with credit reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money. We share information with other insurers, certain government organisations and other authorised organisations.

### Insurance underwriting

We look at the possible risk in relation to your prospective policy (or anyone else involved in the policy) so that we can:

- Consider whether to accept a risk
- Make decisions about providing and dealing with insurance and other related services for you and members of your household
- Set price levels for your policy
- Confirm your identity to prevent money laundering
- Check the claims history for you or any person or property likely to be involved in the policy or a claim at any time. We may do this:
  - when you apply for insurance
  - if there is an accident or a claim or
  - at the time you renew your policy

### Profiling

When calculating insurance premiums, we may compare your personal details against industry averages. Your personal information may also be used to create the industry averages going forwards. This is known as profiling and is used to ensure premiums reflect risk. Profiling may also be used to assess the information you provide so we can understand risk patterns.

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

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

### Motor Insurance Database (MID)

Information about your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers’ Bureau (MIB). Certain government or authorised organisations including the Police, DVLA, DVLNI, Insurance Fraud Bureau and other organisations allowed by law may use the MID and the information stored on it for purposes including:

- Continuous Insurance Enforcement (you can get information about this from the Department of Transport)
- Electronic vehicle licensing
- Law enforcement for the purposes of preventing, detecting, catching or prosecution offenders and
- Providing government services or other services aimed at reducing the level of uninsured driving

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If you are involved in a road-traffic accident (either in the UK, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to gather relevant information. Anyone making a claim for a road-traffic accident (including their appointed representatives and citizens of other countries) may also gather relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is not shown correctly on the MID, you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at [askmid.com](http://askmid.com).

## Managing claims

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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, authorised repairers, the police or other investigators. We also may have to investigate your claim and conviction history. This may involve external claims handlers, loss adjusters, legal and other expert advisers.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not result in a claim. When you tell us about an incident, we will pass information relating to it to Insurance Database Services Limited (IDSL).

## Call recording

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

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

## Preventing or detecting fraud

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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, 21 Lombard Street, London, EC3V 9AH

## Cheat line

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To protect our policyholders, we are members of the Insurance Fraud Bureau (IFB). If you suspect insurance fraud is being committed, you can call them on their confidential cheat line on 0800 422 0421.

## Retention

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



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## Your rights

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

If you wish to exercise any of your rights, please contact us at:

Data Protection Officer

Address: 21 Lombard Street, London, EC3V 9AH

Email: [dpo@ers.com](mailto:dpo@ers.com)

Further details about all the rights available to you may be found on our website: [www.ers.com/policy-pages/privacy-policy](http://www.ers.com/policy-pages/privacy-policy)

If you are not satisfied with our use of your personal data or our response to any request by you to exercise your rights in relation to your personal data, please contact [dpo@ers.com](mailto:dpo@ers.com)

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

Address: Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

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

Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

## Financial Services Compensation Scheme (FSCS)

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As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS via:

Address: Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

Tel: 0800 678 1100 or 0207 741 4100

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

Web: [fscs.org.uk](http://fscs.org.uk)

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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

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

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

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**Phone us using the 24 hour helpline number on 0345 605 6327 which will allow us to arrange the following:**

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

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