



Your Policy Document - Number MBI Wrightsure

Wrightsure Recovery



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 you've received from ERS or your administrator.

If you have any questions about your cover, please contact your administrator directly.

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

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

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

Our agreement - your Insurance

This document is a legally-binding contract of insurance between you (the policyholder) and us (ERS). 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. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium.

Signed for and on behalf of ERS

Mark Bacon

Active Underwriter



Contents

Keyfacts	4
ntroduction	7
Definitions	8
Breakdown Helplines	9
Section 1 – UK Cover	10
Section 1.1 – UK Roadside Assistance	10
Section 1.2 – UK Home Assistance	10
Section 1.3 – UK Recovery	10
Section 1.4 – UK Trailers	11
General exceptions	12
General conditions	14
mportant notices and Information	17
Delivering quality insurance solutions	18





ABOUT THIS DOCUMENT

Please note that this policy summary does not contain the full terms and conditions of the contract of insurance, which can be found in the sections of your policy document

INSURER

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

PERIOD OF INSURANCE

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

LANGUAGE AND LAW APPLYING TO THE INSURANCE

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

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

TYPE OF INSURANCE AND COVER

ERS offers UK and European Motor Breakdown and Recovery Service if the insured vehicle as defined in the Policy Document cannot be driven as a result of a breakdown.

HOW TO OBTAIN ASSISTANCE

If you require assistance, call our 24-hour Rescue Control Centre on 0800 011 3766 or 01277 235794, quoting your Document number and name.

COMPLAINTS

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

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

ERS Governance Affairs

PO Box 3937 Swindon SN4 4GW.

Tel: 0345 268 0279

Email: complaints@ers.com

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

Complaints, Lloyd's, One Lime Street

London EC3M 7HA

Tel: 020 7327 5693

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

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

The Financial Ombudsman Service

Exchange Tower, London E14 9SR Tel: 0800 023 4567

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

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require your written authority to allow us to deal with them.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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





The values shown are the MAXIMUM we will pay for each benefit.							
Section	Benefit Description	Maximum Limit	Significant Exceptions and Limitations				
All Sections							
		There is a limit of 6 claims per vehicle per period of insurance.		Any costs for any service which is not arranged or agreed by us. Our Recovery Agent must have attended the initial breakdown for any other cover under this policy to be in force. Any costs if the insured vehicle has been used: • From the time you purchased it, for public			
			or private hire or reward (unless the appropriate premium has been paid), including but not limited to taxis or couriers;				
			 On any race track, race circuit or toll road without a speed limit (such as Nurburgring); 				
			 For racing, rally, pacemaking or in any contest or speed trial or any rigorous reliability testing. 				
			Any recovery costs other than to the nearest garage if the breakdown occurs within one mile of the home address.				
All Sections			The cost of any parts, components or materials (including fuel) used to repair or remobilise the insured vehicle.				
			The cost of draining or removing incorrect or contaminated fuel.				
			The cost of any glass replacement, tyre specialists or locksmith fees.				
			Breakdowns due to frost damage or lack of oil, coolant, or other fluids (excluding fuel).				
			Any costs (including labour) incurred for any repairs carried out other than at the scene of the breakdown.				
			Any fines, penalty charges, parking charges, congestion charges, ferry fares and/or toll fees				
			Any costs where specialist equipment is needed to move the insured vehicle.				
			Costs you would have incurred even if the breakdown had not occurred, for instance prebooked hotel costs and the cost of meals.				





Section 1 - UK Cover						
Section	Benefit Description	Maximum Limit	Significant Exceptions and Limitations			
	UK Roadside Assistance					
1.1	Up to 1 hours labour at the roadside.	Cost of 1 hour labour at the roadside.	Excludes more than 1 hours labour at the roadside. Excludes any labour charges incurred at the available repairer's premises. Excludes transportation beyond the nearest			
	Recovery to the nearest available repairer.	roausiue.	available repairer. Excludes breakdowns occurring within 1 mile of the home address.			
UK Home Assistance						
1.2	Up to 1 hours labour at the roadside.		Excludes more than 1 hours labour at the roadside or home address.			
		Cost of 1 hour labour at the roadside.	Excludes any labour charges incurred at the available repairer's premises			
	Recovery to the nearest available repairer.		Excludes transportation beyond the nearest available repairer.			
	UK Recovery					
1.3	Recovery to single place within the UK.	N/A	Excludes breakdowns occurring within 1 mile of the home address.			
UK Trailers						
1.4	Roadside assistance and recovery when attached to the insured vehicle.	N/A	Excludes breakdowns occurring within 1 mile of the home address.			
	the insured vehicle.		Excludes any assistance where the trailer or caravan is not attached to the insured vehicle at the time of the breakdown.			



Introduction

This is a motor vehicle breakdown and recovery insurance designed to help keep you and your party mobile.

It is not a replacement for a motor insurance policy and does not provide cover for bodywork repairs following any accident, vandalism or theft.

It is not a maintenance policy and therefore does not cover the costs of parts or the cost of non-emergency repair work such as routine servicing or diagnostic tuning.

You are responsible for all costs for parts and labour needed to repair the insured vehicle, other than any call-out fees and labour at the scene of the breakdown.

You may be asked to sign documentation by the Recovery Agent which relate to the service being provided. Failure to do so may result in further services being denied. Please do not sign any documents until you have read and understood the content in full.

Any emergency repairs undertaken at the roadside by Recovery Agents are temporary, to resolve the immediate breakdown. These repairs cannot be guaranteed and permanent repairs will need to be effected at the earliest opportunity. You are responsible for ensuring any repairs carried out at a repairing garage are to your satisfaction.

Please note, only the Sections shown on the policy schedule apply to this policy.

Providing you have paid the appropriate premium, you will be entitled to the benefits and bound by the restrictions under each Section of this policy as shown on the policy schedule.

The General Conditions and General Exceptions apply to all Sections of the policy.



Definitions

Wherever these key words appear in this document, they will have the meanings defined below.

■ **Breakdown(s)** – mechanical or electrical component failures/breakages; flat batteries; punctures; out of fuel; contaminated or wrong fuel used; ignition keys lost, stolen or locked in the insured vehicle; or damage caused by accident, vandalism or attempted theft which renders the insured vehicle incapable of being driven or illegal to drive occurring during the period of insurance and within the geographical limits corresponding to the cover you have purchased as shown on the policy schedule.

Note: Breakdown does not include theft or other incidents normally covered by a motor insurance policy.

- **Document of Insurance** this policy document together with the policy schedule.
- ERS is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable 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.
- **■** Geographical limits:
 - **UK** within the mainland of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- Home address the place where the insured vehicle is normally kept, as shown on the policy schedule, within the UK.
- Passenger(s) means non-fare paying persons (excluding hitchhikers), other than the driver, being legally transported by the insured vehicle.

Note: The number of occupants being transported depends on the type of insured vehicle, as stated on the policy schedule.

- Minibuses up to 16 passengers
- MPV's up to 8 passengers
- Motorcycles & Mopeds manufacturer's seating capacity

■ **Period of insurance** – the period of time covered by this insurance (as shown on the policy schedule).

Note: There is no cover in place for the first 48 hours after the initial policy start date.

- **Recovery Agent** a professionally trained motor mechanic or recovery driver.
- Specialist equipment non-standard apparatus or recovery vehicles which in the opinion of the Recovery Agent are required to safely recover the insured vehicle. Specialist equipment includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.
- **The administrator** your administrator is as shown on the policy schedule.
- The schedule / policy schedule the document showing the insured vehicle details and the cover which applies.
- The insured vehicle any eligible vehicle specified on the policy schedule (or reported to and accepted by us). All other vehicles are not covered.

Note: An eligible vehicle is any:

- Minibus maximum seating capacity of 17 persons (including the driver)
- Car maximum seating capacity of 5 persons (including the driver)
- MPV maximum seating capacity of 8 persons (including the driver)
- Van/Pick-Up maximum of 3500 Kgs gross vehicle weight.
- Motorcycles & Mopeds Maximum of 150cc
- **Trailer** any attached small general purpose trailer no more than 3 metres/10 feet long (unless previously notified and accepted by us).
- We, us, our ERS.
- You, your the person named as 'the policyholder' on the policy schedule.



Breakdown Helplines

Whilst we hope that all journeys will be incident free, should your insured vehicle break down, you must call the 24-hour Rescue Control Centre, as shown below.

Please make sure you call from a place of safety.

If you have hearing / speech difficulties, you can use our SMS text messaging service on 07786 204387 when calling from the UK.

UK Calls

If your insured vehicle breaks down, you can call the 24-hour Rescue Control Centre on: **0800 011 3766 or 01277 235794**, where trained staff will deal with your request quickly.

Please have the following information available:

- The policy number and the person named as "the policyholder" on the policy schedule.
- The phone number from which you are calling.
- The insured vehicle details such as registration number, make, model etc.
- The location of the broken-down insured vehicle including road numbers or names and landmarks.
- Any vehicle modifications which may be relevant to the recovery of the insured vehicle.

Please stay with the insured vehicle until a rescue vehicle arrives.

Remember to keep all vouchers, invoices and receipts and other documents which may be relevant to your claim. Any claims must be notified in writing, as soon as possible, and in any event within 14 days of the occurrence to:

Wrightsure Recovery Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

CALL RECORDING

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

Messages

On request, a message will be passed on to family or colleagues to let them know about the breakdown.



Section 1 – UK Cover

If the insured vehicle cannot be used as a result of a breakdown which occurs during the course of a journey within the UK, we will arrange and pay for the services as shown in each Section, providing the appropriate premium has been paid and the Section number is shown on the policy schedule.

Cover applies to the insured vehicle as stated on the policy schedule.

The General Conditions and General Exceptions apply to all Sections of the policy.

Section 1.1 – UK Roadside Assistance

If the insured vehicle suffers a breakdown more than one mile from the home address; we will arrange and pay call-out fees and up to one hour of labour costs at the roadside in an attempt to repair it.

If in the opinion of the Recovery Agent the insured vehicle cannot be repaired at the scene of the breakdown within one hour, we will arrange and pay the cost of taking the driver, the insured vehicle and passenger(s) to the nearest available repairer as arranged and agreed by us up to 20 miles from the scene of the breakdown.

What is not covered:

- More than 1 hours labour at the roadside;
- Any labour charges incurred at the repairer's premises;
- Transportation beyond the nearest available repairer unless previously agreed by us;
- Breakdowns occurring within 1 mile of the home address.

Section 1.2 – UK Home Assistance

If the insured vehicle suffers a breakdown at or within one mile of the home address; we will arrange and pay call-out fees and up to one hour of labour costs at the roadside or the home address in an attempt to repair the insured vehicle.

If in the opinion of the Recovery Agent the insured vehicle cannot be repaired at the scene of the breakdown within one hour, we will arrange and pay the cost of taking the insured vehicle to the nearest available repairer as arranged and agreed by us up to 20 miles from the scene of the breakdown.

What is not covered:

- More than 1 hours labour at the roadside or the home address:
- Any labour charges incurred at the repairer's premises;
- Transportation beyond the nearest available repairer unless previously agreed by us.

Section 1.3 – UK Recovery

If the insured vehicle suffers a breakdown more than one mile from the home address and it cannot be repaired at the scene of the breakdown or at the nearest available repairer by the end of the working day, we will arrange and pay the cost of taking the insured vehicle, the driver and passenger(s) to any one place within the UK that you choose.

What is not covered:

- Breakdowns occurring within 1 mile of the home address;
- Transportation beyond the nearest available repairer unless previously agreed by us.



Section 1.4 – UK Trailers

Any general purpose / luggage trailer, no more than 3 metres long, or a non-motorised caravan attached to the insured vehicle by a standard 50 millimetre towing coupling at the time of a breakdown will be entitled to the same service as the insured vehicle. The breakdown must occur more than 1 mile from the home address.

What is not covered:

- Breakdowns occurring within 1 mile of the home address;
- Any assistance where the trailer or caravan is not attached to the insured vehicle at the time of the breakdown.



General exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following.

- 1. Any legal responsibility, loss or damage and any costs that are also covered by any other insurance or organisation including any other breakdown or recovery service.
- **2.** Any legal responsibility arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000.
- **3.** Direct or indirect loss, damage or legal responsibility caused by, contributed to or arising from:
 - 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.
- **4.** Any costs if the insured vehicle has been used:
 - from the time you purchased it, for public or private hire or reward (unless the appropriate premium has been paid as stated on your schedule), including but not limited to taxis or couriers;
 - on any race track, race circuit or toll road without a speed limit (such as Nurburgring);
 - for racing, rally, pacemaking or in any contest or speed trial or practising for any such event, or is involved in any rigorous reliability testing.
- **5.** Any costs for any service which is not arranged or agreed by us. Our Recovery Agent must have attended

- the initial breakdown for any other cover under this policy to be in force.
- **6.** Any costs if the insured vehicle is overloaded or carrying more than the amount of passengers for which it was designed.
- **7.** The cost of recovering the insured vehicle, the driver and the passenger(s) to more than one place after any one breakdown.
- **8.** Any recovery costs other than to the nearest garage if the breakdown occurs within one mile of the home address.
- **9.** The cost of any parts, components or materials (including fuel) used to repair or remobilise the insured vehicle.
- 10. The cost of draining or removing incorrect or contaminated fuel.
 (We will recover the insured vehicle to the nearest garage capable of providing this service, but you will be responsible for all other costs associated with the problem).
- **11.**The cost of any glass replacement, tyre specialists or locksmith fees.
- **12.**The cost of returning hired vehicles to the hire company.
- **13.**Breakdowns due to frost damage or lack of oil, coolant, or other fluids (excluding fuel).
- **14.** Any costs (including labour) incurred for any repairs carried out other than at the scene of the breakdown.
- **15.** Any fines, penalty charges, parking charges or congestion charges.
- **16.** Any request for assistance if the insured vehicle is temporarily immobilised by or cannot be safely reached or recovered due to; snow, ice, mud, sand, flood or being off road or on a road not accessible by the attending Recovery Agent.
- 17. Any costs where specialist equipment is needed to move the insured vehicle into a position where we can try to repair or recover. Any vehicle or equipment other than a standard recovery vehicle would be considered specialist.
- **18.** Any request for service following a breakdown attended by police or emergency services until they have authorised the insured vehicle's removal.



- **19.** Any request for service where a previous temporary repair is the cause of a breakdown.
- **20.** Damage or costs incurred as a direct result of gaining access to the insured vehicle following any request for assistance.
- **21.** The repair or recovery of the insured vehicle at or from the premises of a motor trader or repairer.
- **22.** The attendance or recovery of any vehicle being used with trade plates.
- **23.** 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.
- **24.** Loss of or damage to the insured vehicle or its contents, or any valuables carried in it.
- **25.** Telephone call charges.
- **26.** Compensation due to any delays in providing the services covered under this policy.
- **27.** More than 6 breakdowns per vehicle per period of insurance.
- **28.** Insured vehicles undergoing maintenance, routine servicing or in a state of repair.
- **29.** Insured Vehicles not maintained and serviced in accordance with the manufacturer's recommendations.
- **30.** Service for any faults if we have provided assistance for the same fault within the last 28 days, and a permanent repair to correct the fault has not been undertaken.
- **31.** Costs you would have incurred even if the breakdown had not occurred, for instance: pre-booked hotel costs, the cost of meals, any ferry fares and toll fees that would have been incurred in the normal course of your journey.
- **32.** Any costs associated with the carriage of pets, livestock or vehicles or trailers associated with such carriage.
- **33.** Expenses incurred in ordering incorrect replacement parts where this is due to insufficient or wrong information being given by you.
- **34.** Vehicle storage costs.



General conditions

- What we expect for your cover to be valid
- **1.** We will only provide the cover described in this insurance 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. Your premium is based on the information you gave at the start of this insurance and when it is renewed. If you have failed to give us complete and accurate information we have asked for, or the information you gave us changes during the period of insurance and you do not update us, this could lead to us refusing a claim or this insurance not being valid. If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end.

Note: If false, fraudulent or exaggerated information is provided and fraud is identified, details will be passed to fraud prevention agencies.

- **3.** We can:
 - take over, conduct, defend or settle any claim; and
 - 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.
- **4.** This insurance covers only the insured vehicle as shown on the policy schedule. You must tell the administrator about any change to the insured vehicle immediately.
- **5.** The insured vehicle must have an MOT (unless exempt), be taxed, insured and registered in the UK.
- **6.** You must make sure that the insured vehicle is in a safe and roadworthy condition at all times and it has been maintained and serviced in accordance with the manufacturer's recommendations. At the time of a claim you must be able to provide proof of servicing if we ask for it.

- 7. You must take all reasonable steps to prevent a breakdown, and the insured vehicle must not be used in an unsafe or un-roadworthy condition or until any necessary repairs have been carried out.
- **8.** If the insured vehicle suffers a breakdown, you must immediately tell the Rescue Control Centre.
- **9.** If temporary repairs are carried out, such fault must then be immediately rectified before commencing a new journey.
 - **Note**: Subsequent assistance for the same fault if we have provided assistance for the same fault within the last 28 days, and a permanent repair to correct the fault has not been undertaken, is not covered.
- 10. A roadworthy and accessible spare wheel for the insured vehicle (and any towed caravan or trailer if you have paid for it to be covered by this policy) must be carried at all times, except where one is not fitted as standard manufacturers equipment. The spare wheel must be fitted with a roadworthy tyre. If locking wheel nuts are fitted you must also carry the key/tool to remove them.
- 11. You must take reasonable care for the safety and supervision of the insured vehicle and if loss or damage occurs whilst it is in the care of a transport company, authority, repairer, car park or premises, the loss or damage must be reported, in writing, to such transport company, authority, repairer or premises.
- 12. You must take all reasonable steps to avoid or minimise any loss arising out of a claim under this insurance. Claims arising directly or indirectly out of financial incapacity will not be covered.
- **13.** If recovery is required, the insured vehicle must be accessible. Any costs incurred as a result of the Recovery Agent not being able to load the insured vehicle are not covered.
- **14.** Breakdown assistance or recovery will only be provided if you or a driver are with the insured vehicle when the breakdown occurs and when the rescue vehicle arrives.
- **15.** You must keep all vouchers, invoices and receipts and other documents which may be relevant to a claim. Any documentary evidence and details we may require must be provided.
- **16.** Any claims must be notified, in writing, as soon as possible, and in any event within 14 days to Wrightsure



Recovery, Axis Court, North Station Road, Colchester, Essex, CO1 1UX, supplying such information, details and documentary evidence as the administrator and/or the underwriters may require.

- 17. If we incur additional costs beyond the scope of cover which applies, you must reimburse these on demand and within 14 days. If assistance is requested whilst cover is not in force we may include a handling charge of no more than £200.
- **18.** If you decline to accept our decision on the most suitable course of action then we may limit our liability in respect of any one incident to a maximum of £100.
- 19. If we accept a claim but disagree with the amount due to you the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
- 20. Any agreement made between you and any garage (including the premises of the Recovery Agent we dispatch to you in the event of a breakdown) to conduct repairs not specifically covered under this insurance is solely between you and the repairing garage, and we are not responsible for the quality of such repairs.
- **21.** We reserve the right not to offer renewal of this cover.
- **22.** If the insured vehicle is involved in a road traffic accident, you must supply us with your motor insurance details when we ask for this information. You must also report the incident to your insurer immediately.

Misrepresentation

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

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



Cancellation

"14 Days Cooling off Period"

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

The administrator will return any premium paid by you, less the costs of any claims made on the policy.

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

"Outside 14 Days Cooling Off Period"

After the 14 day period, you may cancel this insurance by declaring your requirement to cancel. There will be no refund of premium.

Where we may cancel your policy

We or the administrator may cancel this insurance by sending 7 days' notice, in writing to your last known address.

We will refund the part of your premium which applies to the remaining period of the insurance and pass this refund to your broker.

This insurance may be cancelled because:

- you have not paid the premium;
- you or anyone else covered by this insurance has not met the terms and conditions of this insurance;
- you have not provided documentation requested by us or the administrator;
- a change in your circumstances means we can no longer provide cover;
- you misrepresent or fail to disclose information that is relevant to this insurance; or
- you harass any member of our staff or show abusive or threatening behaviour towards them.

This is not an exhaustive list.



Important notices and Information

Data Protection Notice

This section contains important information about your personal details. Please make sure to show it to anyone covered by the policy.

We will process the details you have given us in line with the Data Protection Act 1998 (as amended from time to time) and any other laws that apply. Your information may also be processed outside the European area. In all cases we will make sure that your information is adequately protected.

To assess the terms of your insurance contract, or to deal with any claims, we may need to share information like your name, address, date of birth and it could include details of any medical conditions or criminal convictions. The Data Protection Act 1998 classifies this kind of information as 'sensitive'. We may pass this information on to other organisations that we have carefully chosen as well as other companies in the ERS group.

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

By accepting this insurance you consent to such use of your personal data.

Insurance underwriting

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

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



Delivering quality insurance solutions

- How to make a complaint if things go wrong

Our promise to you

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

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

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

Complaints Department, Lloyd's, One Lime Street London EC3M 7HA Tel: 020 7327 5693.

Email: complaints@lloyds.com Website: www.lloyds.com/complaints

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

The Financial Ombudsman Service Exchange Tower London E14 9SR. Tel: 0800 023 4567.

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

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require written authority to allow us to deal with them.

If you have any questions, about complaints please contact the Company Secretary at:

ERS Insurance Group Limited 52-54 Leadenhall Street London EC3A 2BJ.

About ERS

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

ERS Syndicate Management Limited is registered in England and Wales number 426475. The registered office is: 52-54 Leadenhall Street, London EC3A 2BJ.

Financial Services Compensation Scheme (FSCS)

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

Financial Services Compensation Scheme 10th Floor, Beaufort House 15 St Botolph Street London EC3A 7QU Tel: 0800 678 1100 or 0207 741 4100. Email:enquiries@fscs.org.uk Website: www.fscs.org.uk

ERS POLICY DOCUMENT - MBI WRIGHTSURE (UK) 0217

IN THE EVENT OF A BREAKDOWN

UK Breakdown:

01

If your vehicle breaks down, you can call the 24-hour Wrightsure Recovery Rescue Control Centre on: 0800 011 3766 or 01277 235794, where trained staff will deal with your request quickly

Please have the following information available:

- The policy number and the person named as "the insured" on the policy schedule.
- The phone number you are calling from.
- The vehicle details such as registration number, make, model, colour, transmission type etc.
- The location of the broken-down vehicle including road numbers or names and landmarks.
- Any vehicle modifications which may be relevant to the recovery of the vehicle.
- Please stay with the vehicle until a rescue vehicle arrives

Phone us using the 24 hour helpline numbers

CALL RECORDING

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

Remember to keep all vouchers, invoices and receipts and other documents which may be relevant to your claim. Any claims must be notified, in writing, as soon as possible, and in any event within 14 days of the occurrence to:-

Wrightsure Recovery

Axis Court North Station Road Colchester Essex

CO1 1UX

Phone: 01277 235794