

esure<sup>®</sup>

# esure Motor Insurance

Policy Booklet



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# Welcome to esure car insurance

Thank you for buying an esure policy. We're delighted you've chosen us for your car insurance needs and we're confident you'll be happy with the cover and service you receive.

## Your policy wording

This policy booklet gives you full details of your cover. Your policy is made up of:

- Policy Booklet
- Optional Extras Booklet (if applicable)
- Schedule
- Certificate of Motor Insurance

These documents need to be read together as they all form part of the terms and conditions of the policy. It's really important that you understand the cover that you have bought and that it meets all your needs.

Your Schedule is a summary of all the details you have given to us and tells you the cover we have agreed to provide. Please check this to make sure everything is correct. If something is wrong or needs to be changed during the year, please call us on 0345 603 7874. This is important so your cover does not become invalid.

All these documents, including updated versions, can be found in your Customer Portal should you need to refer to them or require copies. You have access to your Portal 24 hours a day. Please ensure you have created a login and password for this.

We have added indicators within this document to make it easier for you read and understand.

- 📖 Gives you additional information about the cover
- ✓ Tells you what cover is provided
- \* Shows you where cover is not provided

## Information about your contracts

This policy is evidence of the contract between you and the underwriters providing the cover.

In return for your premium we'll give you insurance cover as set out in this booklet according to the cover you have chosen and the period of cover shown in your Schedule.

You will enter into two separate contracts when you take out an insurance policy through esure. The first contract is with esure Services Limited for arranging and administering your insurance policy, who shall charge you arrangement and administration fees for providing this service. Further details can be found in Your Agreement with esure Services Limited.

The second contract is with esure Insurance Limited, for providing your insurance who shall charge you a separate premium inclusive of insurance premium tax. The terms and conditions are set out in this document and your statement of insurance and Schedule. The new business arrangement and administration fees and insurer premium will form the cost of the insurance.

You and we can choose the law that applies to this contract. English law will apply unless you and we agree otherwise. The courts of England and Wales will have exclusive jurisdiction to adjudicate on any dispute between you and us, unless you live in Scotland or the Isle of Man, where their courts will have jurisdiction. We have provided the terms and conditions of this policy in English and will continue to communicate with you in English.

## Our Claims service

The true value of your car insurance lies in the service you receive if you're unfortunate enough to have to make a claim and at esure we believe we can provide you with the very best service. So you know what to do and what to expect from us, please take a few minutes to read about our claims service.

### What to do if you're involved in an accident

We hope that you will have many years of safe driving, but if you're unfortunate enough to be involved in an accident, please follow these simple guidelines.

#### ALWAYS:

- 📖 STOP: Always stop at the scene of the accident, even if you don't think any damage or injury has been caused to any car, property, driver, passenger or pedestrian involved.
- 📖 POLICE: Call the police if anyone was injured or if any other driver leaves the scene without stopping and exchanging details.
- 📖 DETAILS: Gather as many as possible for all cars, drivers, passengers and pedestrians involved in the accident, and for any witnesses to the accident. This should include their name, address, telephone number, email address, car registration number, policy number and insurance company name, if possible.
- 📖 INJURIES: Note the driver and number of passengers in each car and whether any of them appear to be injured or complain of any injury.
- 📖 LOCATION: Record the location of the accident.
- 📖 PHOTOS: Where possible and safe to do so, take some photos of the accident scene, the positions of the cars involved and any damage to them.
- 📖 CALL US: As quickly as possible to tell us about it. You should do this even if there is no loss or damage to your car and you don't want to make a claim. This will allow us to explain the likely next steps and to guide you through the claims process, should you decide to make a claim at a later date.

#### NEVER:

- 📖 Never admit blame or liability for the accident or offer to make a payment for damage caused.

Even if you're not able to gather all the information outlined above, it's really important to ring us immediately after the accident to make us aware of it, so that we can give you the appropriate help and support.

### How to report an incident to us

The telephone numbers you will need in order to tell us about an incident or to make a claim are displayed on the back page of this Policy Booklet.

## Our recommended repairer service

If you need to make a claim for damage to your car and choose to use one of our recommended repairers, the following benefit is available to you:

- ✓ Repair work is guaranteed for 5 years. The repair guarantee covers labour costs and not parts. Parts are subject to the manufacturer's warranty. Your statutory rights are not affected.
- 📖 Our recommended repairer network is only available in mainland UK and does not extend to any islands which form part of the UK unless we inform you otherwise.
- 📖 If the repairs to your car are completed by a repairer who is not recommended by us, your claim will be subject to an additional £200 policy excess and none of the recommended repairer benefits will be available.

## Our Courtesy car service

- ✓ A courtesy car is provided by the recommended repairer whilst your car is being repaired as part of a valid claim, as long as you have a comprehensive policy which remains in force for the duration of repairs.
- ✗ A courtesy car is not available if your car has been stolen and not found, or considered to be a total loss. If we decide that your car is a total loss after providing the courtesy car, it will be withdrawn.
- ✗ A courtesy car service is not available for claims under the windscreen section of your policy.
- ℞ The courtesy car will be a small car, such as a Ford Ka or Toyota Aygo, which will automatically be insured on your policy at no cost. Normal policy terms and conditions apply.
- ℞ You'll be responsible for the courtesy car, including paying for fuel and any parking fines, motor offences and fixed penalties, and any congestion or toll charges incurred.

## Help us to prevent fraudulent insurance claims

If you see or hear anything unusual at the scene of an accident, please tell us immediately. For example:

- If the other car was being driven erratically
- If the other car stopped sharply or for no apparent reason
- If the brake lights on the other car were not working
- If the driver or passengers in the other car behaved strangely or unusually
- ℞ Criminals attempt to stage accidents to claim for fraudulent damages and injury. This insurance fraud costs the industry millions each year – we need your help to spot it and stop it!

## Meaning of words and terms

Certain words or expressions appearing in your Policy Booklet, Schedule or Certificate of Motor Insurance have been defined and they will have the same meaning wherever they are used unless otherwise specified.

**we, us, our, the company** - esure Insurance Limited.

**you, your** - The person named as the policyholder in your Schedule.

**your car** - Any private motor vehicle insured under your policy and described in paragraph 1 'description of your vehicle' in your Certificate of Motor Insurance. In Sections 2 (Damage to your car) and 3 (Fire and theft) of this Policy Booklet the term car also includes:

- Non electrical accessories and spare parts belonging to your car, whether they are on or in your car, or in your private garage.

**Administration Fee, Cancellation Fee** - The amount esure Services Limited charge if you change or cancel your policy. Further details can be found in Your Agreement with esure Services Limited.

**Advanced Driver Assistance Systems** - Vehicle technology to assist the driver in the driving process to increase car safety and more generally road safety.

**Certificate of Motor Insurance** - The Certificate of Motor Insurance that provides evidence that you have taken out the insurance you must have by law.

**endorsement** - Any amendment to the terms of the Policy Booklet shown in your latest Schedule.

**excess, excesses** - The amount you must pay towards any claim for loss or damage to your car or other specified instances of damage or loss. The amounts are shown in your Schedule.

**Great Britain** - England, Scotland and Wales.

**market value** - The market value is the amount you could reasonably have expected to sell your car for on the open market immediately before your accident or loss. Our assessment of the value is based on cars of the same make and model and of a similar age, condition and mileage at the time of accident or loss. This value is based on research from motor trade guides including: Glass's, Parkers and CAP. This may not be the price you paid when you purchased the car.

**misfuelling** - Accidental filling of the fuel tank of your car with the wrong fuel for the type of engine.

**modifications** - Any alteration to the manufacturers' standard specification for your car, including optional extras fitted to the car when new by the vehicle manufacturer or dealer, which improves its value, performance, appearance or attractiveness to thieves. This includes, but is not restricted to, changes to the engine, engine management or exhaust system, changes to the wheels or suspension system, changes to the bodywork, such as spoilers or body kits or changes to the windows, such as tinting. This includes any modifications or changes made by previous owners.

**partner** - Your husband, wife, civil partner or a person with whom you live on a permanent basis at the same address, sharing financial responsibilities, as if you were married to them. This does not include business partners, unless you also have a relationship with them as described in the first sentence.

**period of cover** - The period shown in your Schedule unless your policy or any type of cover under your policy is cancelled, in which case the period of cover for your policy or type of cover under your policy respectively shall end on the cancellation date as notified to you.

**policy** - This Policy Booklet as updated by any amendments to it that we have provided you with, your latest Schedule, and Certificate of Motor Insurance.

**Schedule** - The document headed Car Insurance Schedule which identifies the policyholder and contains the statements made and information provided by you or for you when you applied for cover and tells you the cover we have agreed to provide

**trailer** - Any standard make of trailer or caravan which meets the requirements of the appropriate construction and use regulations and has been specially built to be towed by a car.

**terms** - All terms, exceptions, conditions, restrictions and limitations which apply to the policy.

**United Kingdom, UK** - England, Scotland, Wales and Northern Ireland.

# Liability to other people and their property – Section 1

## What is covered

### 1a. Cover for you

- ✓ We will cover you for your legal liability to other people arising from an accident which involves your car and:
  - you kill or injure someone
  - you damage someone else's property.
- ✓ This cover also applies to an accident involving a trailer or vehicle you are towing

### 1b. Driving other cars

- ✓ If your certificate of motor insurance says so, this policy provides the same cover as above in 1a when you are driving any other car as long as:
  - the car has not been manufactured to carry more than 8 people.
  - the car is designed solely for private use and has not been manufactured or modified for commercial use.
  - there is no other insurance in place which provides the same cover.
  - you have the owners permission to drive the car.
  - the car is insured by the owner.
  - the car is being driven in the UK, the Isle of Man or the Channel Islands.
  - you still have your car and it has not been sold, declared SORN, written off or damaged beyond cost effective repair.
- ✗ The cover does not apply if:
  - the car is owned by you, or hired or leased to you under a hire purchase or leasing agreement.
  - the car is hired or rented to you under a car hire rental agreement.
  - your driving licence is not valid to drive in the UK or you're breaking the conditions of your driving licence.
- ℞ We do not cover loss of or damage to the car you are driving under this extension.

### 2. Cover for others

- ✓ We will also provide the cover under section 1a for:
  - anyone named on this policy to drive your car, as long as they have your permission.
  - anyone you allow to use, but not drive, your car for social domestic or pleasure use.
  - anyone who is in, or getting into or out of your car.
  - you or your partner's employer or business partner, while your car is being used for business purposes provided your Schedule and Certificate of motor insurance allows business use, unless your car is owned by, leased or hired to you or your partners employer or business partner.
  - the legal personal representative of anyone covered under this section if that person dies and a legal liability of that person covered by this section attaches to that personal representative.

### 3. Legal costs

- ✓ If you or any person has an accident covered by this section, we will pay
  - Solicitors fees to represent that person at a coroner inquest or fatal injury inquiry, as long as we have agreed to do so beforehand;
  - the cost of reasonable legal services which we will arrange, to defend that person against a charge of manslaughter or causing death by careless, or dangerous driving or in a magistrates court proceedings involving allegations arising out of a collision with a third party vehicle or pedestrian.
- ℞ We will only arrange such legal services where it is more likely than not that the defence will be successful.

- ℞ Such cover is limited to instances where it is in our own interest to make payments for the purpose of defending or representing you and any other person covered by this section. As such this cover is in addition to the main cover provided by this section.

### 4. Emergency medical expenses

- ✓ We will pay the cost of emergency medical treatment as set out in the Road Traffic Act arising from the use of a car covered under your policy.

### Things you need to know

- ℞ Our right to get back what we have paid:
  - If under the law of another country, we have to make a payment which we would not otherwise have paid under your policy in accordance with the laws of England and Wales, you must repay the amount of that payment to us.
- ℞ The most we will pay under Section 1 in total for damage to someone else's property resulting from one accident in a car driven by a person who is covered under this section is £20,000,000 per event.

### What isn't covered

- ✗ Death or injury to anyone while they are working with, or for, the driver of your car except as required by road traffic law.
- ✗ Loss of, or damage to any car, trailer or other property owned by, or in the care of, anyone covered under this section.
- ✗ If anyone has other insurance covering the same liability we will not pay more than our share of the claim.
- ✗ Death or injury to anyone or damage to their property directly or indirectly caused by or arising from any act of terrorism as defined in the Terrorism Act 2000 or amendments or successors to it unless we have to provide cover under road traffic law.
- ✗ Any loss or damage to property, actual or fear of death or injury to any person(s), caused by you or any named driver, or caused by the use of your car, as a result of ;
  - a road rage incident
  - a deliberate act using your car
  - criminal purposes including avoiding lawful apprehension other than cover provided under the Road Traffic Act.
- ✗ The release of a car which has been seized by, or on behalf of any government or public authority, and is being driven under the driving other cars extension, or is a temporary additional or substitute car on the policy.
- ℞ Please also refer to General Exceptions and Conditions which apply to Sections 1 to 7.

# Damage to your car– Section 2

## What is covered

- ✓ All loss and damage to your car unless it's by fire, lightning, explosion, theft or attempted theft. We will:
  - pay to repair the damage or
  - replace what's been lost or damaged if it's more cost effective than repairing it; or
  - pay to settle your claim.

## New car cover

- ✓ We'll replace your car with a new one of the same make and model if;
  - your car is less than a year old and
  - you or your partner were the first and only owner and registered keeper and
  - it's been stolen and not recovered; or the cost of repairing the car is more than 55% of the manufacturer's latest UK list price (including taxes).
- ℞ We can only do this if there's a replacement car available in Great Britain or the Isle of Man and anyone who has an interest in your car agrees.
- ℞ If a suitable car isn't available we'll pay you the price you paid for your car and all its accessories or the latest manufacturer's list price (including taxes) - whichever is less.

## Car audio, navigation and entertainment system

- ✓ We'll pay an unlimited amount, if you lose or damage any of the following equipment and it is part of the car's original specification, fitted from new by the manufacturer;
  - Car stereo
  - Television
  - DVD player
  - Phone
  - Games-console
  - Sat nav
  - Radar detection equipment
- ℞ If they're not part of the car's original specification but are permanently fitted to your car, we'll pay up to the limit in your Schedule.

## Child car seats

- ✓ We'll contribute up to £100 towards the cost of replacing each child car seat/booster seat if they were in your car at the time of the accident you are claiming for.
- ℞ This cover applies even if there's no obvious damage to the seat.

## Advanced Driver Assistance System

- ✓ If you're in an accident which causes damage to your car, we'll pay for the recalibration of any Advanced Driver Assistance Systems as part of your accidental claim.
- ℞ If you're making a claim for Windscreen damage only, please refer to Section 4.

## Uninsured driver promise

- ✓ If you're involved in an accident that isn't your fault and the other driver isn't insured, the excess won't apply as long as you can provide the other driver's details and registration number.

## Things you need to know

- ℞ We'll decide which method we use to settle your claim.
- ℞ If we settle your claim as a total loss, the car will become our property.
- ℞ If the loss or damage happens when your car is being repaired or serviced by a member of the motor trade, we'll pay any excess due.
- ℞ We won't pay more than the market value of your car at the time of loss, less the total excess payable.

## What isn't covered

- ✗ Excesses
  - All the excesses which apply that are shown in your Schedule.
  - If you choose not to get your car repaired by our recommended repairer you will need to pay the excess which is shown in your Schedule.
- ✗ We won't pay for the cost of draining fuel from your car if you put the wrong type in.
- ✗ Damage caused by a pet whilst they're in your car.
- ✗ Damage to your car which happens when it's declared off the road (SORN).
- ℞ Please also refer to:
  - Exceptions and Conditions which apply to Sections 2,3 and 4; and
  - General Exceptions and Conditions which apply to Sections 1 to 7

# Fire and theft - Section 3

## What is covered

- ✓ All loss or damage to your car caused by fire, lightning, explosion, theft or attempted theft. We will:
  - pay to repair the damage; or
  - replace what's been lost or damaged if it's more cost effective than repairing it; or
  - pay to settle your claim.

## New car cover

- ✓ We'll replace your car with a new one of the same make and model if;
  - your car is less than a year old and
  - you or your partner were the first and only owner and registered keeper and
  - it's been stolen and not recovered; or the cost of repairing the car is more than 55% of the manufacturer's latest UK list price (including taxes).
- ℞ We can only do this if there's a replacement car available in Great Britain or the Isle of Man and anyone who has an interest in your car agrees.
- ℞ If a suitable car isn't available we'll pay you the price you paid for your car and all its accessories or the latest manufacturer's list price (including taxes) - whichever is less.

## Car audio, navigation and entertainment system

- ✓ We'll pay an unlimited amount if you lose or damage any of the following equipment and it is part of the car's original specification, fitted from new by the manufacturer.
  - Car stereo
  - Television
  - DVD player
  - Phone
  - Games-console
  - Sat nav
  - Radar detection equipment
- ℞ If they're not part of the car's original specification but are permanently fitted to your car, we'll pay up to the limit in your Schedule.

## Child car seats

- ✓ We'll contribute up to £100 towards the cost of replacing each child car seat/booster seat if they were in your car at the time of the accident you are claiming for.
- ℞ This cover applies even if there's no obvious damage to the seat.

## Stolen car keys

- ✓ If the keys, lock transmitter or entry card for the keyless entry system of your car are stolen we will pay up to £500 for the cost of replacing:
  - the door and boot locks
  - the ignition and steering lock
  - the lock transmitter; and
  - the entry card
- ℞ We must be satisfied that the identity or location of your car is known to any person who may have the keys, transmitter or entry card.

## Things you need to know

- ℞ We'll decide which method we use to settle your claim.
- ℞ If we settle your claim as a total loss, the car will become our property.
- ℞ If the loss or damage happens when your car is being repaired or serviced by a member of the motor trade, we'll pay any excess due.

- ℞ We won't pay more than the market value of your car at the time of loss, less the total excess payable.

## What isn't covered

- ✗ Excesses
  - You will have to pay the all the excesses which apply that are shown in your Schedule, unless your car is stolen from a private locked garage
  - If you choose not to get your car repaired by our recommended repairer you will need to pay the excess which is shown in your Schedule.
- ✗ Loss or damage to your car where possession is gained by any form of deception or fraud.
- ✗ We won't pay for any loss or damage to your car due to theft or attempted theft, where it has been left unattended without being properly locked and any window, roof opening, removable roof panel or hood is left open or unlocked.
- ✗ We won't pay for any loss or damage caused by theft or attempted theft if the keys, lock transmitter or card from a keyless entry system are left in or on your car while it is left unattended.
- ✗ Loss or damage to your car if any approved security or tracking device which we have asked to be fitted as a condition of issuing this insurance policy and which you have told us is, or will be fitted to your car has not been activated or is not in full working order, or if the network subscription for the maintenance or air time contract of any tracking device is not current at the time of loss.
- ✗ Any loss or damage caused by theft or attempted theft has not been reported to the police and has not been assigned a crime reference number.
- ℞ Please also refer to:
  - Exceptions and Conditions which apply to Sections 2,3 and 4; and
  - General Exceptions and Conditions which apply to Sections 1 to 7

## Windscreen damage – Section 4

If you have comprehensive cover, call us as soon as you spot a chip on your windscreen before it turns into a crack, as we may be able to repair it rather than replace the windscreen.

- ☎ 0800 085 8459 Lines are open 24 hours a day, 365 days a year.
- ☎ Claims made under this section of the policy won't affect your No Claim Discount.

### What is covered

- ✓ We'll pay the cost of
  - Repair or replacement of accidentally damaged glass in your windscreen or side or rear windows.
  - Scratches or damage to the bodywork caused by the broken glass, as long as there is no other damage.
  - The recalibration of any Advanced Driver Assistance Systems equipment relating to the repair or replacement of the windscreen.

### Things you need to know

- ☎ You will need to pay the applicable windscreen repair or replacement excess shown in your Schedule.
- ☎ If you choose not to use Autoglass who are our recommended repairers, we will not pay more than £100 towards each incident.

### What isn't covered

- ✗ Windscreen excess shown in your Schedule.
- ✗ Replacement of the hood/roof structure of your convertible or cabriolet car.
- ✗ The repair or replacement of damaged glass in sunroofs or fixed or moveable glass roof panels.
- ☎ Please also refer to:
  - Exceptions and Conditions which apply to Sections 2,3 and 4; and
  - General Exceptions and Conditions which apply to Sections 1 to 7

## Exceptions which apply to Sections 2,3 and 4

### What isn't covered

- ✗ Loss or damage caused by wear and tear.
- ✗ Any decrease in the value of your car following a repair covered by your policy.
- ✗ Any part of a repair or replacement which improves your car's condition before the loss or damage occurred.
- ✗ Any mechanical, electrical, computer/software breakdowns, failures, faults or breakages.
- ✗ Damage to your tyres as a result of braking, punctures, cuts or bursts.
- ✗ Deliberate loss of or damage to your car caused by you or a named driver under your policy.
- ✗ Loss or damage to any trailer or disabled motor vehicle and their contents, which is being towed by your car.
- ✗ Any loss or damage not as a direct result of your accident or theft.
- ✗ Any loss or damage to your car if your car was being driven or used without your permission by a family member or someone living with you.
- ✗ Any loss or damage that happens due to any government, public or local authority who take, keep or destroy your car.
- ✗ Deliberately staged accidents.

## Conditions which apply to Sections 2,3 and 4

### Hire Purchase, leasing and other agreements

- ☎ We'll make payment under your policy to the legal owner if we know the car or any part of it is owned by someone else and pay you the balance.
- ☎ If your car is a total loss, we'll make a payment to anyone who has a financial interest in your car and pay you the balance.

### Parts

- ☎ We may use parts which aren't made by the manufacturer of your car if they're the same type and quality of the ones we're replacing. This may include recycled parts or parts made using recycled materials.
- ☎ If any part isn't available we'll only pay up to the cost shown in the supplier's United Kingdom price list.
- ☎ We'll pay reasonable fitting costs.

### Removal and delivery

- ☎ If your car isn't driveable after an incident covered by this policy, we'll pay reasonable transport costs to take it to the nearest suitable repairer.
- ☎ We'll also pay the reasonable cost of returning your car to you at the address shown in your Schedule after it's been repaired.
- ☎ We may arrange and pay to put your car into safe storage before it is sold or taken for scrap.

### Repairs

- ☎ Using our recommended repairer
  - You don't need to provide an estimate as our repairer will prepare one and begin work as soon as possible
- ☎ Using a non recommended repairer
  - You'll need to send us a detailed estimate from your choice of repairer and details of the incident as soon as possible
  - We'll only be liable for the repair costs once we have agreed on the estimate.
  - We'll only pay for reasonable and necessary repairs and we reserve the right to say no to an estimate.
  - You'll need to pay an additional £200 excess. This is in addition to any other applicable excess shown in your Schedule.

### Total loss of your car

- ☎ If we decide your car is a total loss:
  - We may reduce the claim payment by taking the balance of the full annual premium you still owe us. If we do this, we will have met all responsibilities under the policy including the car hire benefit if bought, and your car will become our property.
  - No refund will be issued and if you're paying by direct debit the full annual premium will need to be paid unless we have already deducted this from your claim payment.
  - Your policy will be cancelled including the car hire benefit, unless we agree otherwise.
  - Any car hire will need to be returned within 48 hours.
  - You cannot use your driving other cars extension as this cover will not apply.
- ☎ If you have a personalised registration we'll give you 6 weeks to contact the DVLA and transfer it onto a DVLA Retention Certificate in your name. We can do this for you if it's easier but we will charge you the cost or deduct it from the claim payment. If you don't want to retain the number plate we will dispose of it with the car.



# Additional benefits - Section 5

## 1. Personal accident

- ✓ If you or your partner are injured due to an accident involving your car or while travelling, entering or exiting out of any car, and within three calendar months this injury is the sole cause of:

- death,
- permanent loss of sight in one or both eyes; or
- loss of one or more limbs

we'll pay the injured person or their legal representatives the amount shown in your Schedule.

- ℞ Your Schedule tells you the maximum amount we will pay in any period of cover.

### What isn't covered

- \* Injury or death resulting from suicide or attempted suicide.
- \* Anyone who was driving while unfit to drive through drink or drugs or while their alcohol blood level proportion was over the legal limit at the time of the accident, or who is charged with failure to supply a specimen when requested by the police or other official body.
- \* Any person already insured with us and claiming personal accident from another policy held with us.

## 2. Medical expenses

- ✓ We'll pay medical expenses up to the amount shown in your Schedule for anyone injured in your car following an accident.

## 3. Hotel expenses

- ✓ If your car is immobilised because of an accident or loss covered under Section 2 of your policy, we'll pay up to:
  - £250 for the driver; or
  - £500 in total for the people in your cartowards the cost of hotel expenses if an overnight stop is needed on the day of the accident or loss.

## 4. Personal belongings

- ✓ If your car is stolen or damaged as a result of a claim under Section 2 or 3 of your policy, we'll pay for loss or damage to:
  - Personal belongings or electrical accessories not permanently fitted to your car.
- ℞ We'll make deductions for wear and tear.
- ℞ We may require proof of purchase or evidence of ownership to support your claim.
- ℞ The most we'll pay for any one incident is the amount shown in your Schedule.

### What isn't covered

- \* Loss or damage to:
  - money, credit or debit cards, stamps, tickets, vouchers, documents and securities (for example, share certificates and premium bonds)
  - goods or samples carried in connection with any trade or business; or
  - property as a result of someone gaining possession of the car by any form of deception or fraud.
  - property from an open or convertible car, unless the property was left in a locked boot or locked glove compartment.
- ℞ We won't pay more than our share of the claim if you have other insurance that covers the same loss or damage.

## 5. Motoring legal advice service

- ✓ We'll provide you with a motoring legal advice helpline at no extra cost. This is operated by Irwin Mitchell solicitors and is available anytime of the day or night on 0345 850 9596.
- ℞ Please also refer to General Exceptions and Conditions which apply to Sections 1 to 7.

# Territorial limits and use abroad - Section 6

## 1. Territorial limits and use abroad

- ℞ Your car must be registered in the UK or the Isle of Man and not be kept outside these jurisdictions for more than 90 days in your year long cover period.
- ℞ The cover under Sections 1 - 5 of your policy operates in the UK, the Isle of Man and the Channel Islands and during sea journeys between these constituent parts.
- ℞ The territorial limits of the cover for Optional Extras to your policy are different and set out in the relevant policy booklet.
- ℞ You also have the minimum cover you need by law to use your car in:
  - any country which is a member of the European Union; and
  - any country which the Commission of the European Community approves as meeting the requirements of Article 8 of the European Community Directive 2009/103/EC on Insurance of Civil Liabilities arising from the use of motor vehicles.
- ✓ This includes the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland.
- ℞ This may provide less cover than you have in the UK or the Isle of Man and is usually equivalent to the third party only cover available in the UK or the Isle of Man, with no cover for damage to your car.
- ℞ You don't need a Green Card to drive abroad within the countries above. Your Certificate of Motor Insurance includes international cover for a maximum of 90 days in a single period of cover on a third party basis only.
- ℞ If you bought breakdown assistance, this only operates in the United Kingdom and the Isle of Man.

## 2. If you want full policy cover abroad

- ℞ In return for any extra premium we may require and any administration fee charged by esure Services Limited, we will extend the level of cover provided by your policy under Sections 1 to 7, to named countries in Europe and give you an international motor insurance certificate (Green Card). You must request this extension to your cover and agree it with us prior to travelling. Your car will also be covered whilst being carried by a recognised carrier between or within those countries during the period shown in the Green Card.
- ✓ We will allow up to 90 days cover per policy year.
- \* This extension does not give you the same cover as you have in the United Kingdom:
  - it will not apply to Optional Extras. For example, if you have purchased breakdown cover, this can't be used abroad and
  - if you have an accident abroad, a courtesy car won't be available, as our recommended repairer network is only available in mainland UK.

## 3. Customs duty

- ✓ If you have to pay customs duty on your car in any of the countries shown in your Green Card because of loss or damage covered under your policy and we decide not to repatriate your car, we will pay these costs for you.
- ℞ Please also refer to General Exceptions and Conditions which apply to Sections 1 to 7.

# No claim discount - Section 7

## What you need to do.

- When you buy your policy, if we've been unable to verify your No Claim Discount (NCD) entitlement using the 'NCD database', you'll need to provide us with proof in the form of your latest renewal invitation or letter from your previous Insurer, which confirms the cancellation of your policy and the NCD entitlement.
- It's important you send this to us within 21 days from the start date of your policy otherwise we will cancel your policy. Please refer to the cancellation section within this booklet for more details. A cancellation fee will apply.

## What happens to your NCD if a claim is made under your policy?

- If we've been unable to recover all our losses in relation to the claim - known as 'non recoverable' or 'fault' claim, your NCD entitlement will be reduced at renewal by the amount shown on your Car Insurance Schedule. The full NCD step back table is shown on the below.

NCD years at the start of the period of insurance	NCD entitlement per non recoverable claim		
	1 claim	2 claims	3 claims
0 to 2 years	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5 or more	3 years	1 year	Nil

- If you allow someone to drive your car when they're not insured to do so and they are involved in an incident that results in a non recoverable claim, your NCD will be reduced.
- The following claims will not affect your NCD:
  - Windscreen damage claims which fall under Section 4
  - Emergency medical treatment fees paid under Section 1(4)
  - Claims where we have been able to recover all our losses on your behalf - also referred to as a 'recoverable' or 'non fault' claim
  - Claims where the Third Party responsible for the damage has been identified\* and they're not insured. (\* We'll need the driver's contact details and their vehicle registration number.)
  - Vandalism claims if the incident has not been caused by another vehicle, has been reported to the police and a crime reference number can be provided
  - Any claims under the Optional extras cover.

## What happens if you don't make a claim?

- Your NCD will increase by one year every time this policy is renewed, up to a maximum of 20 years.

## No Claim Discount Protection for life

- If you have four or more years NCD, you may be able to protect it for the life of your policy for an additional premium, providing you're eligible for this Optional Extra. If you do, your NCD will not be reduced regardless of the number of claims you make. You can only add NCD protection at the start of your policy or renewal.
- If you make changes to your policy during the year which results in you no longer being eligible for this Optional extra, we may remove it.

- By adding NCD protection to your policy, your premium may still increase at renewal if you've made a claim, due to other rating factors which may apply. At renewal, depending on the number of claims or incidents recorded on your policy, we may be unable to offer you a renewal quote.
- If you haven't protected it and a non recoverable claim(s) is made against the policy, your NCD will be reduced as shown in the table above.
- Please also refer to the General Exceptions and Conditions which apply to Sections 1 to 7.

# Cancelling your policy and Optional Extras

## How to cancel

- ☞ Call us on 0345 603 7874 during our office hours. We are open Monday to Friday 8am to 8pm, Saturday 9am to 5pm and Sunday 9am to 2pm.

## Important points to consider before cancelling

- ☞ We can only cancel your policy from the date you ring us or later.
- ☞ When your policy is cancelled, all cover provided by the Optional Extras you bought will automatically be cancelled at the same time.
- ☞ When you ask us to cancel your policy, any premium owed must be paid to us.
- ☞ If you cancel your policy, esure Services Limited charge a cancellation fee. Details of these fees can be found in your agreement with esure Services Limited.
- ☞ If any incidents have arisen during the period of cover and a claim has been made by you, or against you, we will cancel your cover if you ask us to but not refund any premium. If you are paying by instalments, you must still pay us the balance of the full annual premium. If you or we cancel your policy or any Optional Extras, you must pay all costs you incur in relation to the claim after cancellation.
- ☞ Non payment of any outstanding premium may result with the debt being referred to a debt collection agency.
- ☞ If you cancel your direct debit this does not mean that you have cancelled your policy.

## What happens when you cancel your policy and Optional Extras: Within the 14 day cooling off period

- ☞ You have 14 days from the date you receive your Policy Booklet, Schedule and Certificate of Motor Insurance if you are a new customer or from your renewal date if you are an existing customer to tell us that you want to cancel the policy.
- ☞ As long as no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid, less the administration fee that applies. The current fees are shown in Your Agreement with esure Services Limited.
- ☞ If you do not exercise your right to cancel during the 14 day period, your policy will continue as normal.

## After the 14 day cooling off period

- ☞ As long as no incidents have arisen which could result in a claim under your policy, we will refund the part of the motor premium you have not yet used and the breakdown assistance if you bought it, less the cancellation fee that applies.
- ☞ The current fees are shown in Your Agreement with esure Services Limited.

## What happens when you cancel just Optional Extras: Within the 14 day cooling off period

- ☞ If you cancel your Optional Extras within 14 days of receiving your documents, or your renewal date, we will refund the premium you have paid as long as no incidents have arisen which could result in a claim.
- ☞ If any incidents have arisen which may result in a claim, we will not refund any premium and, if you are paying by instalments, you must still pay us the balance of the full annual premium.

## After the 14 day cooling off period

- ☞ After the 14 day period, with the exception of breakdown assistance cover, we will not refund any of the premium you have paid and the full annual premium for Optional Extras will still be payable.
- ☞ If you choose to cancel your breakdown assistance cover, we will refund the premium you have paid less a pro rata charge for the time you have been on cover.

## Our right to cancel your policy

- ☞ We have the right to cancel your policy at any time by giving you seven days notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:
  - Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you seven days notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
  - Where you are required in accordance with the terms of this Policy Booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the seven day cancellation notice period;
  - Where we do not receive evidence of your no claim discount within 21 days from the start date of the policy. If we have not received such evidence by the end of the 21 day period we will issue a cancellation letter and we will cancel your policy if we do not receive evidence of your no claim discount by the end of the seven day cancellation notice period;
  - Where there is a material failure by you to take care of your car as required by the paragraph headed 'Taking care of your car' in the General Conditions applying to Sections 1 to 7 of this Policy Booklet;
  - Where we reasonably suspect fraud; or
  - Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.
  - Where you, any authorised driver, or any person acting for you provides false or inaccurate information when buying, amending or renewing a policy.
- ☞ If we do cancel your policy, you will receive a refund of the part of your premium you have not yet used less the cancellation fee that applies. The current fees are shown in Your Agreement with esure Services Limited.
- ☞ If we cancel your car insurance at any time, we will automatically cancel any cover provided by the Optional Extras you chose with your main policy cover. The premium you paid for these Optional Extras will also be refunded less a pro rata charge for the time you have been on cover.
- ☞ If we cancel your policy because we have been unable to collect the premium by direct debit instalments a cancellation fee will apply to take account of the costs in providing your policy and recovering any premium owed for the period of cover. The current fees are shown in Your Agreement with esure Services Limited.

# General Exceptions which apply to Sections 1 to 7

There is no cover for:

## 1. Who uses the car

- \* Any injury, loss or damage which occurs while your car is being:
  - driven or left unattended by someone who is not named on your Schedule
  - driven by anyone (including you) who doesn't have a valid driving licence or is breaking the conditions of their licence.
  - used for a purpose not covered in your Schedule.
  - used for hire or reward or carrying passengers for profit.
  - repaired not on a road or other public place. This means you are not covered if repairs (which includes modifications) are carried out on private ground or business/garage premises without the authority of the business/garage.
- Ⓜ This does not apply if your car is:
  - being serviced or repaired by someone who is in the motor trade and has the authority of the business/garage;
  - stolen or taken without your permission, unless it is a family member or someone living with you (see 'Exclusions which apply to sections 2, 3 and 4'); or
  - being parked by an employee of a restaurant or hotel as part of a car parking service.

## 2. Contracts

- \* Any claim as a result of an agreement or contract unless we would've been liable anyway.

## 3. Radioactivity

- \* Loss or damage to property or any other direct or indirect loss, expense or liability caused or contributed by:
  - ionising radiation or radioactive contamination from nuclear fuel or waste; or
  - the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

## 4. War

- \* Loss or damage caused by war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution or military power unless we have to provide cover under the Road Traffic Act.

## 5. Riot

- \* Loss or damage caused by riot or civil commotion outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Ⓜ This exception doesn't apply to Section 1 of your policy.

## 6. Use on Airfields

- \* Loss, damage, injury or liability while your car is in or on any part of an airport which is used:
  - for take off or landing or the movement of an aircraft on the ground; or
  - as aircraft parking areas - this includes service roads and parking areas for ground equipment.

## 7. Pollution

- \* Any accident, injury, damage, loss or liability caused by pollution or contamination unless it's caused by a sudden, identifiable, unexpected and accidental incident during the period of cover.

## 8. Pressure Waves

- \* Loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

## 9. Track days and off road events

- \* Any liability, loss or damage caused by the use of your car at any event where your car may be driven:
  - in a race - whether formally or informally
  - on a motor racing track
  - on a de-restricted toll-road
  - at an off road event
  - whilst greenlining
  - on an airfield; or
  - on the Nürburgring.
- \* Also when using your car for racing, rallies, pace making, motor sport, hill climbing, speed trials, reliability trials, other trials, competitions and/or endurance tests.

## 10. Pets

- \* Any liability, loss, damage, cost or expense caused by a pet whilst they're in your car.

## 11. Explosives, liquefied gases and/or other chemicals

- \* Any liability, loss, damage, cost or expense caused by cars carrying explosives or carrying liquid petroleum or gas or other chemical substances other than in small quantities for:
  - the cars propulsion,
  - medical use or
  - domestic purposes.

# General Conditions which apply to Sections 1 to 7

If you breach any of the following conditions we may treat your policy as invalid and declare it void or cancel your policy by giving you 7 days notice. This may lead us to reject or reduce your claim.

## 1. Your duty and revealing information

Ⓜ It's a condition of your policy that:

- You observe all the terms and conditions.
- You supply copies of any documents we might ask for.

Ⓜ You must also tell us immediately if any of the following happen:

Changes relating to your car or use of your car:

- You change your car and/or your registration number.
- If the main user of the car changes from the person stated on your Schedule.
- If the registered keeper of the car changes or if you no longer live with the registered keeper.
- You make any modifications from the manufacturer's standard specification. This includes optional extras fitted to the car when new by the manufacturer or dealer which improves its value, performance, appearance or attractiveness to thieves.
- You want to use your car for a purpose not included in your Schedule.
- You change your annual mileage.
- You change the address you normally keep your car at or the address where you normally live.

Changes relating to you and any other drivers on your policy:

- You become aware of any medical or physical condition of any driver covered by your policy which may affect their ability to drive.
- You or any driver covered under the policy are convicted of a motoring offence or are banned from driving.
- You or any driver covered under the policy are involved in an accident or theft whilst driving another vehicle or if you make a claim on another motor policy.

- You or any driver covered under the policy are charged with, or convicted of, any offence including fraud, arson and dishonesty, that's unspent under the Rehabilitation of Offenders Act. We also need to be told of any prosecutions that are pending.
- You or any driver covered under the policy change occupation.
- You or any driver covered under the policy are no longer a permanent resident of Great Britain or the Isle of Man.
- If you or any named driver has had a motor policy voided, cancelled or have had special terms imposed.

Ⓜ If any of the changes mentioned above happen, we'll then re-assess your cover. This may lead to us reducing your premium, charging an additional premium or cancelling your policy giving you 7 days notice.

## 2. Accident and Losses

Ⓜ As soon as you become aware of an incident such as an accident, theft, fire or water damage that results in death, injury, damage or loss, you must tell us, even if it looks like there's no damage to your car. This is regardless of whether it may lead to a claim under your policy or not.

Ⓜ If you receive correspondence or are contacted by a third party relating to an incident, or receive any notice of prosecution, inquest, or fatal accident enquiry, or you are sent a summons or claim form from court or a solicitor's letter regarding a claim, you must notify us and send the document to us immediately, unanswered – quoting your policy number.

Ⓜ Failure to comply with the above may result in additional costs being incurred by us which you may be liable for and we may recover these costs from you.

## 3. Claims Procedure

Ⓜ You must not admit liability for, or negotiate to settle, any claim without our written permission. We have full discretion in the settlement of your claim or any legal proceedings which may arise and we may take over, defend or settle the claim in your name for our own benefit. You and anyone covered by the policy must provide all the information, documentation and help we need to do this.

Ⓜ In certain cases involving personal injury we need to investigate liability and reach a decision either admitting or denying liability, within 15 working days. You must help us with this and supply all the information we need.

Ⓜ Sometimes we may ask for evidence of the purchase of your car. This can be in the form of a bank or credit card statement and/or a garage receipt.

## 4. Other Insurance

Ⓜ If you have other insurance which covers the same loss, damage or liability, we won't pay more than our share of your claim. This doesn't apply to Personal accident benefit.

## 5. Taking care of your car

Ⓜ You must:

- take reasonable steps to protect and secure your car and its contents from loss or damage
- make sure your car is in a roadworthy condition - this includes having a valid MOT if required
- ensure all items such as wheels, tyres, bodywork and windows meet legal requirements; and
- allow us to examine your car if we ask you.

Ⓜ If we're made aware your car is not in a roadworthy condition, we may reject or reduce your claim and/or cancel your policy or declare it null and void.

## 6. Car Sharing

✓ Your policy covers you for carrying passengers in return for payment.

✗ Your policy does not cover you if:

- your car is made or adapted to carry more than eight people
- you're carrying passengers as part of a passenger-carrying business; or
- you're making profit from the passenger's payments.

## 7. Changes to your policy

Ⓜ If you make any changes to your policy any time during the period of cover, an administration fee will apply. The current fees are shown in your Agreement with esure Services Limited.

## 8. Fraud

Ⓜ If we cancel your policy on the grounds of fraudulent activity, we may choose to cancel back to the start date of the policy and keep any premium you have paid as allowed under the Consumer Insurance (Disclosure and Representations) Act 2012. We may also notify the relevant authorities and they may consider criminal proceedings.

Ⓜ You, any authorised driver or anyone acting on your behalf must not make false claims. If you, any authorised driver, or anyone acting for you:

- makes a claim knowing any part of it is fraudulent or false; or
  - supports a claim by a false or fraudulent arrangement
- we will not pay the claim and we will cancel the policy.

## 9. Suspending your cover

Ⓜ If you ask us we will:

- suspend your cover completely; or
- suspend all your cover except for fire and theft risks (section 3)

Ⓜ Suspension of cover can only continue until your next renewal date and is subject to the following conditions:

- During the suspension period your car is not left on a public road and isn't used. This must be for the whole period of suspension and be for at least 30 consecutive days
- You give us notice before the suspension period begins and return the Certificate of Motor Insurance
- You have not made a claim during the current period of cover.

Ⓜ When the suspension period ends:

- You may be asked to send in proof of sale or a SORN document.
- We'll refund the unused premium (less 25% if fire and theft cover remains in force) as long as you have met the conditions above.

Ⓜ If you choose to suspend your policy the unused premium can't be used to extend the period of cover.

Ⓜ If you pay by installments, you must continue to pay these while the cover is suspended.

## 10. Car Registration

Ⓜ Your car, or any car you may drive under the "driving other cars" extension if you have this, must be registered in the UK with the Driving and Vehicle Licensing Authority (DVLA), or in the Isle of Man with the Department of Infrastructure - Highways Division.

## 11. Claims as a result of drink or drugs

Ⓜ If an incident occurs which results in a claim, our liability will be limited to that required by the Road Traffic Act if the driver;

- is found to be unfit to drive the car due to drink or drugs, while their alcohol blood level proportion is over the legal limit at the time of the accident or
- is charged with or convicted of failure to supply a specimen when requested by the police or other official body,

This means there'll be no cover for your car and we reserve the right to recover all of the money paid to the third parties from you or the driver of the your car.

## 12. Paying your premium

Ⓜ You must pay your premium (including the Insurance Premium Tax). If you owe us money we'll contact you and ask for the payment. If we don't hear from you we'll try again. After this, if we still haven't had a response from you, we may refer your details to a debt collection agency.

# Endorsements which may apply to your policy

These endorsements only apply if they are shown in your Schedule.

## 1. Excluding accidental damage

Section 2 does not apply if anyone named next to this endorsement in your Schedule is driving or is in charge of your car.

## 2. Cover restricted to third party only

Sections 2, 3, 4 and 5 do not apply if anyone named next to this endorsement in your Schedule is driving or is in charge of your car.

## 3. Excluding personal accident benefits

Section 5 (1) does not apply.

## 4. Excluding windscreen damage

Section 4 does not apply.

## 5. Excluding medical expenses

Section 5 (2) does not apply.

## 6. Excluding personal belongings

Section 5 (4) does not apply.

## 7. Cover suspended except for fire and theft

Cover under your policy is suspended apart from section 3 (fire and theft).

## 8. All cover suspended

All cover under your policy is suspended.

## 9. Excluding drivers under 21 years

Your policy will only provide the minimum insurance needed under the Road Traffic Act while your car is being driven by or is in the charge of anyone under 21, unless that person is named as a driver on your Schedule.

If we have to make a payment under this minimum insurance cover we can seek the recovery of these costs from you as detailed in Section 1 of the Policy Booklet, 'Our right to get back what we have paid'.

## 10. Excluding drivers under 25 years

Your policy will only provide the minimum insurance needed under the Road Traffic Act while your car is being driven by or is in the charge of anyone under 25, unless that person is named as a driver on your Schedule.

If we have to make a payment under this minimum insurance cover we can seek recovery of these costs from you as detailed in Section 1 of the Policy Booklet, Things you need to know, 'Our right to get back what we have paid'.

## 11. Excluding drivers under 30 years

Your policy will only provide the minimum insurance needed under the Road Traffic Act while your car is being driven by or is in the charge of anyone under 30, unless that person is named as a driver on your Schedule.

If we have to make a payment under this minimum insurance cover we can seek recovery of these costs from you as detailed in Section 1 of the Policy Booklet, 'Our right to get back what we have paid.'

## 12. Motor caravans

Your policy does not cover:

- The contents of the motor caravan, except for its permanent fixtures and fittings.
- Loss of, or damage to, the permanent fixtures and fittings, unless the bodywork of the motor caravan is damaged at the same time.
- Loss of, or damage to, the motor caravan by fire or an explosion caused by the cooker, heater, lights or refrigerator or any gas or electricity supply to those appliances.

## 13. Tracker Endorsement

We will not cover loss of or damage to your car or its contents under Section 3 of the policy booklet (theft or attempted theft) unless a tracking device is fitted to your car. This tracking device must be in full working order at all times, and active with a current network subscription or air time contract.



# Our complaints procedure

We always aim to get things right first time for our customers although we know that sometimes you will feel this hasn't happened. We want to hear about this so we have an opportunity to put things right for you.

If you need to complain we are committed to having an accessible process where we will always try to resolve things speedily and at the earliest possible stage.

The majority of problems can be put right with just one phone call so please follow the steps below:

## Step One

If it's about your claim please call us on:

0345 603 7970 Car Claim

0345 601 7076 Home Claim

If it's about anything else then call us on:

0345 601 6736 Car Insurance

0345 601 9684 Home insurance

Every effort will be made to sort things out for you within 3 days. Once we've resolved your complaint we will send you an email or letter just to confirm you're happy with what's been agreed – this is a Summary Resolution Communication. This will tell you about the complaints service we offer and how the Financial Ombudsman Service can help, should you need it.

## Step Two

When a complaint can't be resolved quickly or you aren't happy with the initial resolution our Customer Relations team are here to help you. This is a dedicated team who will carry out an independent review for you and they act with the full authority of our Chief Executive.

We'll contact you to tell you who will own your complaint and how long you can expect to wait for a decision. We will write to you with our view – this is known as a 'final decision' letter.

The email address is [CustomerRelationsExec@esure.com](mailto:CustomerRelationsExec@esure.com) or you can write to;  
Customer Relations, esure, The Observatory, Reigate Surrey RH2 0SG

## Step Three

If after considering our final decision or the outcome of Step One and you're still unhappy you can approach the Financial Ombudsman Service. They're an independent body that arbitrate on complaints about insurance and other financial services.

You have the right to refer your complaint to the Financial Ombudsman Service, free of charge. Although there are time limits for referring your complaint to the Ombudsman, we will agree to the Ombudsman considering your complaint even if you refer the complaint outside the time limits.

Their website has a great deal of useful information [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You can contact them on;

Tel: 0300 1239 123 or 0800 0234 567

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

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

You can also register a complaint about an online purchase with the European Union's Online Dispute Resolution platform (or ODR). Their website is <http://ec.europa.eu/consumers/odr/>. The ODR will pass your complaint to the Financial Ombudsman Service.

# Important information

## Privacy Notice

This Privacy Notice will help you understand how we collect, use and protect your personal information. You should also show this notice to anyone who may be insured under your policy. If you have any queries about this Privacy Notice or how we process your personal information, please contact the Data Protection Officer by email: [dpo@esure.com](mailto:dpo@esure.com) or by post: Data Protection Officer, esure, The Observatory, Reigate, RH2 0SG.

## Who we are

The organisation responsible for the processing of your personal information is esure Services Limited of The Observatory, Reigate, RH2 0SG. This means that we are a 'data controller' under the Data Protection Act 1998 (and, once in force, to the General Data Protection Regulation (also known as the GDPR)). Our registration number with the Information Commissioner's Office is Z4976665.

## What information we collect about you

The personal data you have provided, we have collected from you, or we have received from third parties include:

- name and address and address history, date of birth and gender
- contact details, including telephone numbers and email address
- financial information, including credit/debit card details (although we do not retain complete payment card information)
- details about your family and dependents (e.g. your marital status and number of children)
- information about your lifestyle and living circumstances (e.g. your employment details and home ownership)
- identifiers assigned to your computer or other devices, including your Internet Protocol (IP) address
- criminal convictions, health details and medical history
- vehicle details such as registration number
- when you contact us through any digital channel we will inform you of the methods used by each of those channels at point of entry and at any point where we capture personal information. The information we collect includes IP addresses and is used for fraud prevention and to improve customer experience.

## How we collect information about you

Most of the personal information we hold about you is that which we collect directly from you, for example:

- each time you ask us for an insurance quote
- when you purchase our products or services
- when you register to receive information from us
- when you register a claim and discuss that claim with us as it progresses
- each time you interact with us, respond to communications or surveys, or enter competitions
- when you make enquiries or raise concerns with our customer service team.

In order to understand more about you and provide you with an appropriate insurance quote and cover, and to improve our marketing interaction, we also supplement and combine the personal information that we collect from you with other categories of data obtained from other sources, such as indicated below:

- Credit and claims history data, such as bankruptcy records and any county court judgments made against you (which are publicly accessible) and information as to the number of credit searches that have been made about you and your individual claims history (which we may receive from companies such as Experian Limited)
- Device identification and fraud detection data, which we may receive from companies having passed them your device details (in order to check whether the device you are using to contact us has

been used before for fraudulent purposes) or your new claims data (in order to assess the risk to our business of fraudulent claims)

- Data about your home and local area, including census data about the average household size, home ownership, employment statistics, and demographics of your area, and police crime and accident statistics (which are publicly accessible)
- Electoral register data that confirms your identity and address (which is publicly accessible)
- Data as to your eligibility for a no claim discount (which we may receive from companies such as Lexis Nexis Solutions UK Limited)
- Vehicle ownership details (which we receive from the Driver and Vehicle Licensing Agency (DVLA) and vehicle data (which we receive from HPI Ltd)
- Data as to the likelihood of floods in your area (which we may receive from companies such as Experian Limited)

### What we use your information for and the legal bases for processing

We may store and use your personal information for the purposes of:

- administering your insurance quotes and policies (as is necessary for performance of a contract between you and us and/or as is necessary for our legitimate interests);
- carrying out anti-fraud and anti-money laundering checks and verifying your identity (as is necessary for compliance with our legal obligations and/or as is necessary for our legitimate interests);
- assessing financial and insurance risks, including by carrying out credit reference checks and credit scoring assessments, and calculating your premiums (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);
- providing you with insurance cover and related services (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests)
- using your payment details to process payments relating to your policies, including fees, premiums, renewals of cover, mid-term changes to your policy, and refunds (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);
- sending you information about how to renew your insurance cover (as is necessary for compliance with our legal obligations);
- handling insurance claims, including by carrying out checks on claims related databases (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);
- communicating with you about your quotes, policies, and claims, including responding to your enquiries (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);
- administering debt recoveries, where you owe us money under a contract or otherwise (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);
- undertaking market research and statistical analysis, including analysing your use of our website. This allows us to underwrite and price your insurance policy, and to develop new, or improve existing, products and services (as is necessary for our legitimate interests); and
- fulfilling our obligations owed to a relevant regulator, tax authority or revenue service (as is necessary for compliance with our legal obligations and/or as is necessary for our legitimate interests).

Our "legitimate interests" as referred to above (and below) include our legitimate business purposes and commercial interests in operating our business in a customer-focused, efficient and sustainable manner, in accordance with all applicable legal and regulatory requirements.

### Using your personal data for marketing

We will send you marketing about similar products and services by post, telephone, email, SMS and through digital channels. Digital channels includes social media and similar such digital marketing channels. We may upload and match the personal data you provide to us with the data you provide to social media and similar such digital marketing channels. This allows us to improve our knowledge of you and, in return, serve you with relevant marketing messages.

You can object to receiving marketing from us at any time. Please provide your details via the following online form: [www.esure.com/unsubscribe](http://www.esure.com/unsubscribe); follow the unsubscribe link in our marketing emails or SMS; or send us your name, address and date of birth via email to [unsubscribe@esure.com](mailto:unsubscribe@esure.com) or by post to: Data Protection Officer, esure, The Observatory, Reigate, RH2 0SG.

We consider that it is within our legitimate interests to send you information about our products and services for marketing purposes.

### Using your data for fraud prevention

Before we provide you with our products and services, we use your personal data to conduct checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require us to process personal data about you. We may also share your details with fraud prevention and law enforcement agencies. Please see 'other data controllers' for details of the agencies we share your data with. We, and fraud prevention agencies, will use this information to prevent fraud and money laundering, and to verify your identity. We and fraud prevention agencies may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime.

When we and fraud prevention agencies process your personal data, we do so on the basis that we have a legitimate interest to process your data in such way, in order to protect our business and to comply with laws that apply to us. Such processing is also a contractual requirement of the services or financing you have requested.

### Automated decisions and profiling

We use the personal data you provide to us, information about you provided by third parties (please see "How we collect information about you" for further details), and aggregated data of other individuals who match your risk profile, to enable us to evaluate and predict your behaviour when asking for a quote or processing a claim.

We use algorithms to check any claims, fraud, credit history, data about your local area and the vehicle you wish to have insured; and whether your conduct accessing our products or services suggests a risk of fraud. You may automatically be considered to pose a fraud or money laundering risk if our processing of your personal data reveals your behaviour to be consistent with that of known fraudsters or money launderers; or inconsistent with your previous submissions; or you appear to have deliberately hidden your true identity. This activity is essential to allow us to decide whether to offer you a quote, the appropriate insurance premium to offer you, and whether there is a risk of fraud. These decisions may be made by entirely automated means (that is, without human intervention) and through profiling. As with all insurers, where we are taking on more risk in terms of the likelihood of damage to your vehicle and the cost of fixing, replacing it or dealing with third party claims and/or there is a higher risk of our being defrauded, we will charge a higher insurance premium, and in some circumstances may refuse to offer a quote or continue to provide services.

We consider that, to the extent our decisions based solely on automated processing produce legal or similarly significant effects for you, those decisions are necessary for entering into, or performance of, our contract of insurance with you. However, you have the right to contact us to express your point of view (including providing any additional information that you want us to consider) and to contest such decisions. A member of our team will then re-consider it. If you wish to exercise these rights, please contact us by emailing: [dpo@esure.com](mailto:dpo@esure.com) or by post: Data Protection Officer, esure, The Observatory, Reigate, RH2 0SG.

### Consequences of processing

If we, or a fraud prevention agency, determine that you pose a risk of fraud or money laundering, we may refuse to provide the products, services and financing you have requested. We may also stop providing existing services to you. A record of any fraud or money laundering risk will be retained by us and the fraud prevention agencies. It may also result in others refusing to provide products, services, financing or employment to you. If you have any questions about our processing of your data for fraud purposes, please contact our Data Protection Officer at the details provided above.



## Who we share your data with

Where relevant given the nature of the products and services provided to you, we may also share your information with the following categories of third parties:

- insurance underwriters and others who are involved with the provision of insurance services to you alongside us (as is necessary for the performance of a contract between you and us);
- third party service providers who we instruct for the purposes of handling claims, including repairers, surveyors, loss adjusters, car hire companies, solicitors, third parties involved in the claim, other insurers, medical agencies (as is necessary for the performance of a contract between you and us);
- third party data suppliers, as explained under “How we collect information about you” (as is necessary for our legitimate interests);
- third party service providers who support the operation of our business, such as IT and marketing suppliers, financial service providers, and debt collection agencies (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);
- the operators of claims related databases (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests).
- fraud prevention agencies and associations, (as is necessary for compliance with our legal obligations and/or as is necessary for our legitimate interests);
- regulators and law enforcement agencies, including the police, the Financial Conduct Authority, HM Revenue and Customs or any other relevant authority who may have jurisdiction (as is necessary for compliance with our legal obligations).

## Other data controllers

If you benefit from the following products and services, we will share your personal data with the following companies (as applicable) and these companies may also act as data controllers with respect to the data you provide to us.

Product	Data Controllers	ICO Registration number	Purpose
Car Insurance	esure Insurance Limited	Z4905270	Insurance underwriters
Breakdown	RAC Insurance Limited	Z6412344	Insurance underwriters
	RAC Motoring Services	Z6342667	Breakdown and recovery service providers
	UK Insurance Limited	Z6487866	Breakdown and recovery service providers
Misfuelling	esure Insurance Limited	Z4905270	Insurance underwriters
	RAC Motoring Services	Z6342667	Assistance service provider
	UK Insurance Limited	Z6487866	Breakdown and recovery service providers
Key cover	esure Insurance Limited	Z4905270	Insurance underwriters
	RAC Motoring Services	Z6342667	Assistance service provider
	UK Insurance Limited	Z6487866	Breakdown and recovery service providers
Personal Injury	esure Insurance Limited	Z4905270	Insurance underwriters
Excess protection	esure Insurance Limited	Z4905270	Insurance underwriters
Motoring Legal Protection	esure Insurance Limited	Z4905270	Insurance underwriters
	Irwin Mitchell LLP	Z6397561	Z6397561 Legal helpline service providers

As explained under “Using your data for fraud prevention”, the personal data you have provided, we have collected from you, or we have received from third parties, may be shared with fraud prevention agencies. Please contact our Data Protection Officer if you would like details of the agencies we share your data with.

If you are involved in a claim, we may share your data with our panel of reinsurers and solicitors. As these often change, please contact our Data Protection Officer if you would like details of our current panel.

## Processing outside of the European Economic Area (EEA)

The personal information that we collect from you, and which is shared with some fraud prevention agencies, may be transferred to and processed in a destination outside of the EEA. It may also be processed by staff operating outside the EEA who work for one of our suppliers. In these circumstances, your personal information will only be transferred on one of the following bases:

- the country that we send the data is approved by the European Commission as providing an adequate level of protection for personal information; or
- the recipient has agreed with us standard contractual clauses approved by the European Commission, obliging the recipient to safeguard the personal information (in particular, our transfer of personal information to suppliers in India and the United States for marketing, IT development and IT testing purposes are protected in each case by the use of appropriate model clauses); or
- there exists another situation where the transfer is permitted under applicable data protection legislation (for example, where a third party recipient of personal data in the United States has registered for the EU-US Privacy Shield).

To find out more about how your personal information is protected when it is transferred outside the EEA (and if you wish to obtain a copy of the appropriate and suitable safeguards), please contact our Data Protection Officer using the details above.

## How long your information is kept

We will retain your personal information for a number of purposes, as necessary to allow us to carry out our business. Your information will be kept for up to 7 years on our main systems after which time it will be archived, deleted or anonymised. Some of the archived information may be retained for up to 50 years for the purposes of processing of your existing or future claims. Records created for fraud prevention purposes will be deleted 7 years after creation. Fraud prevention agencies can hold your personal data for different periods of time, depending on how that data is being used. If you are considered to pose a risk of fraud or of money laundering, your data can be held by fraud prevention agencies for up to 6 years from its receipt by them. Please contact them for more information. Any retention of personal data will be done in compliance with legal and regulatory obligations and with industry standards. These data retention periods are subject to change without further notice as a result of changes to associated law or regulations. If you have any questions in relation to the retention of your personal data, please contact our Data Protection Officer at the details provided above.

## Your rights

Under the Data Protection Act 1998 you have the following rights:

- to obtain access to, and copies of, the personal information that we hold about you;
- to require that we cease processing your personal information if the processing is causing you damage or distress; and
- to require us not to send you marketing communications.

Once the GDPR comes into force on 25 May 2018, you will also have the following rights:

- to require us to erase your personal information;
- to require us to restrict or object to our data processing activities;
- to receive from us the personal information we hold about you which you have provided to us, in a reasonable format specified by you, including for the purpose of you transmitting that personal information to another data controller; and
- to require us to correct the personal information we hold about you if it is incorrect.

Please note that these rights may be limited by data protection legislation, and we may be entitled to refuse requests where exceptions apply.

If you are not satisfied with how we are processing your personal information, you can make a complaint to the Information Commissioner.

You can find out more about your rights under data protection legislation from the Information Commissioner's Office website: [www.ico.org.uk](http://www.ico.org.uk).

## Claims

- Ⓜ Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they will give rise to a claim. When you tell us about an incident, we will pass information relating to it to a database.
- Ⓜ We may search these databases when you apply for insurance, in the event of any incident or claim, or at the time of renewal to consider terms and/or validate your claims history or that of any other person or property likely to be involved in the policy or claim.
- Ⓜ If you make a claim, we may need to give information about you and your policy to other people such as suppliers, investigators and loss adjusters. They will only use this information to help us with your claim and to provide details of their services to you.

## Motor insurance database (MID)

- Ⓜ Information relating to your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:
  - Electronic Licensing
  - Continuous Insurance Enforcement;
  - Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
  - The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.
- Ⓜ If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.
- Ⓜ Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.
- Ⓜ **It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your car seized by the police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)**

## Renewal information

- Ⓜ Before the renewal date of your policy, we will provide you with details of the terms on which your policy may be renewed and any changes to the policy cover. We will also tell you what you need to do to renew your policy.
- Ⓜ If you pay your premium by direct debit, your policy will automatically be renewed on these terms.
- Ⓜ If you pay your premium by credit/debit card and you have agreed to 'Continuous Payment Authority' (CPA), we will automatically renew your policy using the payment details you have given us. Your renewal documents will tell you whether we are able to renew your policy on this basis.
- Ⓜ **Important: If you don't want to renew your policy, please call us on 0345 603 7879 at least five days before your renewal date. If you don't, the premium may be applied for from your bank or building society.**
- Ⓜ If you wish to change your method of payment or payment details, please contact us at least five days prior to your renewal date to arrange this.

## Premium collection

- Ⓜ If you buy breakdown assistance cover, esure Insurance Limited will collect your premium for this cover. esure Insurance Limited is the agent of esure Services Limited who is acting on behalf of RAC Motoring Services.

## Compensation arrangements

esure Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that any firm providing insurance goes out of business or into liquidation, you may be entitled to compensation from the scheme.

Generally the FSCS may arrange to transfer a policy to another insurer, provide a new policy or, if these

actions are not possible, provide compensation. Further information about compensation scheme arrangements is available from the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 or 020 7741 4100 or visit or [www.fscs.org.uk](http://www.fscs.org.uk).

### **Regulatory status**

esure Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered in the Financial Services Register, number 203350. Our name, address and regulatory status can be checked by visiting the FCA website [www.fca.org.uk/register](http://www.fca.org.uk/register).

Our registered office is The Observatory, Reigate, Surrey, RH2 0SG.

You can ask us for information about any part of this Important information.



# Key contact numbers

## Customer Service

**0345 603 7874**

We can only take instructions to change a policy from the policyholder.

For all your policy and premium queries and to tell us about any changes to your policy.

## Claims

**0345 603 7872**

(+44 141 275 0700 if calling from abroad)

Please report all accidents or losses immediately.

To tell us about any accident, theft or fire which may or may not give rise to a claim and for your queries about existing claims.

## 24-hour accident recovery

**0800 085 8533**

(+44 141 243 2897 if calling from abroad)

To arrange the recovery of your car if it isn't driveable after an accident, attempted theft or fire.

## 24-hour windscreen repair helpline

**0800 085 8459**

Please note a £100 limit applies if you do not use our recommended windscreen specialist.

To arrange the repair or replacement of your windscreen and other windows in your car by our recommended windscreen specialists.

## 24-hour Legal advice helpline

**0345 850 9596**

To obtain motoring legal advice at no extra cost.

## To use Optional Extras, if you've bought them (see your Schedule)

### Motoring legal protection

**0345 603 7872**

### 24-hour Breakdown assistance

**0800 085 6837**

### 24-hour Car key cover

**0800 085 4913**

### Garage key cover

**0800 085 7925**

### 24-hour Misfuelling cover

**0800 085 8556**

If you have a hearing or speech impairment, you can also contact us by specialised text phone. Simply add the prefix 18001 to any of our telephone numbers to use the Text Relay service.

### Customer service phone lines are open

Monday - Friday 8am-8pm, Saturday 9am-5pm, Sunday 9am-2pm.

### Claims phone lines are open

Monday-Friday 8am-8pm, Saturday 9am-5pm.

Calls may be monitored and recorded for security and service quality.