



ERIDGE

UNDERWRITING

Commercial Vehicle

Short Term Insurance Policy

Claim Service

If **you** are involved in an accident irrespective of blame, please always contact **us** immediately to enable **us** to provide **you** with the best possible service at a time when **we** know **you** will require as much support and assistance as possible.

To notify **us** of a claim or accident, please contact the

CLAIMS HELPLINE on 0333 555 5920

Open 24 hours a day, 365 days a year.

Alternatively, if **you** would like to submit or discuss **your** claim via email or post, please do so via the following addresses:

St James House
Eastern Road
Romford
RM1 3NH

claims@eridgeunderwriting.co.uk

Our objective is to help minimise inconvenience and stress to **you** by organising a quick and efficient repair of **your** vehicle, whilst effectively managing any other claim covered by this Policy.

The more assistance and co-operation **you** can provide, the easier it will be for **us** to provide **you** with the help **you** need.

The law

If **you** have an accident which involves an injury to any person or certain animals, another vehicle or damage to property, **you** must stop. If **you** own the vehicle **you** must give **your** name, address and insurance details to anyone who has a good reason to ask. If **you** do not own the vehicle **you** must also provide the owner's name and address.

If there is an injury and **you** do not give **your** details at the scene, **you** must report the incident to the police within 24 hours.

At the scene

Turn on **your** hazard lights and set up a warning triangle. Make sure **you** are as visible as possible.

It is important that **you** obtain the following information or material:

- Location and time of accident.
- Details of all the vehicles involved and registration numbers.
- The names, addresses and telephone numbers (preferably mobile phone) of the other driver(s) and of any witnesses.
- The number of passengers in each vehicle.
- The insurance details of the other driver(s).

Please take notes and supply **us** with details of the following as a result of the accident:

- Any known injuries sustained.
- Property damaged and extent of damage.
- If a Police Officer attends the incident record their name, number and police force.

If at all possible **you** should:

- Make a rough sketch of the accident scene showing the position of the vehicles before and after the accident. If possible, take mobile phone photos of the scene and damage to vehicles.

Do not admit that you were to blame. Do not sign anything at the scene.

Reporting the Accident

Report the accident immediately to our Claims Helpline

CLAIMS HELPLINE on 0333 555 5920

and provide **us** with all the information **you** obtained at the scene. Alternatively, if **you** would like to submit or discuss **your** claim via email or post, please do so via the following addresses:

St James House
Eastern Road
Romford
RM1 3NH

claims@eridgeunderwriting.co.uk

Approved Repairers

If the damage to the **vehicle** is covered and can be repaired, **we** will arrange for one of **our** approved repairers to contact you and:

- They will collect the **vehicle** free of charge.
- If the **vehicle** is not driveable **we** may move the **vehicle** to a safe place while it is waiting to be repaired or disposed of. **You** should remove all **personal belongings**.
- After the repair the **vehicle** will be returned to **you** having been cleaned inside and out.
- All work carried out by **our** approved repairers is guaranteed for 5 years providing **you** remain the owner of the **vehicle**.

If **you** do not wish to use **our** approved repairer an additional excess of £250 will apply.

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Contract of Insurance

Commercial Vehicle Insurance Policy

Thank **you** for choosing to insure with Eridge Underwriting. This document, together with **your** Policy **schedule** and **Certificate of Insurance**, is a legally binding contract of insurance between **you** and **us** and does not provide anyone else with rights to enforce any part of this contract.

We have agreed to insure **you** subject to the terms, conditions and exclusions contained within this document and in any **schedule** of **endorsements** attached for the period for which **you** have paid **your** premium. This insurance applies within the **territorial limits** unless **we** specify otherwise.

Underwritten by Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

This contract is governed, in relation to each vehicle insured under this contract, by the law of the place within the Territorial limits where that vehicle is used during the majority of the period of insurance or if there is any disagreement about which law applies, the law of the place where that vehicle is registered. You agree to submit to the exclusive jurisdiction of the courts in that place.

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



John Hamilton
Managing Director
Eridge Underwriting Agency Ltd

Disclosure and Accuracy of the Information **You** Have Provided

In deciding to provide the insurance under this Policy and setting the terms of it, **we** have relied on the information **you** have given **us**. The information **you** give **us** in relation to the insurance under this Policy must be accurate and complete.

In addition to the answers **you** have provided to questions asked **you** are required to disclose material circumstances that gives a fair presentation of the risks that are or would be insured under this Policy.

A fair presentation of the risks means that **you** must:

- disclose to **us** every material circumstance which **you** know or ought to know or, failing that, sufficient information to alert **us** of the need to make further enquiries; and
- make such disclosure in a reasonably clear and accessible manner; and
- ensure that, in such disclosure, any material representation as to:
 - a matter of fact is substantially correct, and
 - a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence **our** judgement (as a prudent underwriter) in determining whether to take the risk and, if so, on what terms. If **you** are in any doubt as to whether a circumstance or representation is material, then **you** should disclose it.

If, before or after the start date of this insurance as shown under the **period of insurance**, **you** become aware that the information **you** have given to **us** is inaccurate or incomplete or **you** have any particular concerns about any of the information **you** have provided or should provide then **you** must advise **your insurance intermediary** as soon as possible.

If the information **you** have provided is inaccurate or incomplete, **we** may:

- amend the terms of the Policy.
- reduce the amount **we** pay on a claim in proportion to any premium advantage gained by inaccurate or incomplete information.

If **we** establish that **you** deliberately, recklessly or carelessly provided false or misleading information **we** may:

- reduce the amount we pay you in the event of a claim, or
- cancel **your** policy immediately or
- treat as if this insurance never existed, which means no claims will be paid and **we** may not return the premium.

If this happens **we** will advise **your insurance intermediary** or **you** (in writing to **your** last known address or email address).

We also reserve the right to cancel any other policy you have with **us** or any **you** take in the future.

Change in Risk Information

If the information **you** have given **us** in relation to the insurance provided under this Policy changes, or there is any change in or variance of the risk(s), before or during the **period of insurance**, then **we** need to know as it may result in:

- **us** applying different terms, and/or
- a claim not being paid (in whole or in part), and/or
- it being determined that the Policy is no longer suitable to meet **your** needs.

You must make a fair presentation of the risks to **us** if there is any change in or variance of the risks before or after the start date of this insurance as shown under the **period of insurance**. An explanation of fair presentation of the risks is shown under Disclosure and Accuracy of the Information **You** Have Provided above.

To enable **us** to assess any such changes or variations in information and/or risk(s) **you** must tell **us** immediately or as soon as practicable of any such changes or variations. This can be done by advising **your insurance intermediary**.

Definitions

Certain words and phrases used in this document are shown in **bold** throughout the Policy and these have particular meanings which are shown below.

Accessories

Parts or products specifically designed to be fitted to the **vehicle**, including the manufacturer's standard tool kit and the **vehicle's** safety equipment.

Automated Vehicle

A vehicle legally allowed to drive itself in Great Britain as defined by the Automated and Electric Vehicle Act 2018.

Autonomous Mode

A mode which allows the vehicle to drive itself legally, as allowed under the Automated and Electric Vehicles Act 2018.

Certificate of Motor Insurance

Evidence that **you** have the minimum motor insurance required by law to drive the **vehicle**. It shows who may drive the **vehicle** and what **you** can use it for.

Endorsement

A clause which alters the insurance cover and will be shown on **your schedule**.

Excess/Excesses

The amount **you** must pay towards any claim and shown on **your schedule** or Policy section.

Insurance Intermediary

The insurance broker, agent or adviser who acting on **your** behalf has placed this insurance with **us**.

Market Value

The cost of replacing the **vehicle** with one of the same make, model, specification and condition at the time of loss as assessed by **us**. **We** use guides which refer to vehicle values, engineers and other relevant sources to assess the **market value**, including the value declared by **you**.

Period of Insurance

The period of time covered by this insurance as shown in the **schedule** and/or the **certificate of motor insurance**.

Proposal Form/Statement of Fact

A form that shows the information provided by **you** and declared as accurate for the purposes of entering into an insurance contract with **us**.

Definitions (continued)

Road Traffic Acts

The laws which include details of the minimum motor insurance cover needed in the United Kingdom.

Schedule

Confirms details of **you**, the insurance cover provided, the **vehicle** and **excesses** that apply. The **schedule** forms part of the contract of insurance and must be read together with the Policy.

Territorial Limits

United Kingdom (Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and transit between any of these countries.)

Terrorism

Terrorism as defined in the Terrorism Act 2000 or any subsequent acts.

Theft

Any **theft** or attempted **theft** that **you** have reported to the police.

Vehicle

Any motor **vehicle** described in the **schedule** and for which **we** have issued a **certificate of motor insurance**. This includes **accessories** and spare parts which are fitted to or with the **vehicle**.

We, Our, Us

Eridge Underwriting Agency Limited.

You/Your/The Insured/Policyholder

The person named in the **schedule** and **certificate of motor insurance** as the policyholder or **the Insured**.

Your Partner

The husband or wife or civil partner of the **policyholder** living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

Section 1

Accidental Damage

What is covered

We will cover **you** under this section for accidental and malicious damage to the **vehicle** including **accessories** and spare parts which are kept in or on the **vehicle**. **We** will also cover **personal belongings** if they are damaged as a result of an accident.

This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each claim **you** make.

Section 2

Fire and Theft

What is covered

We will cover **you** under this section for loss of or damage to the **vehicle** caused by fire, lightning or explosion, **theft** or attempted **theft** including **accessories** and spare parts which are kept in or on the **vehicle**.

If the keys to the **vehicle** or lock transmitter are lost or stolen, **we** will pay up to a maximum £200 towards the cost of replacing the door locks and/or boot lock, ignition/steering lock, the lock transmitter and central locking interface, provided the location of the **vehicle** is known to the person(s) in possession of the keys or transmitter.

This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each claim **you** make.

What is not covered under Sections 1 and 2

We will not cover:

- More than the **market value** of the **vehicle**, at the time of the loss or damage up to a maximum of £25,000
- The amount of **excess** shown within the **schedule** or as an **endorsement** within the **schedule**.
- **Theft** of property from the **vehicle** if it is left unattended and all doors, windows and other openings have not been closed and/or locked.
- Loss or damage to the **vehicle** if it is left unattended and the ignition key or any similar device is left in or on the **vehicle**.
- Loss or damage to the **vehicle** if all doors, windows and other openings have not been closed and locked and where a tracking and/or immobilising device is a condition of cover that such security devices are not set.
- Loss of use of the **vehicle** or any costs incurred which are not directly associated with the incident that caused **you** to claim.
- Wear and tear, depreciation, mechanical, electrical, electronic and computer failures, breakdowns or any loss or damage which happens gradually.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss of value of the **vehicle** as a result of a repair to it.
- Loss of or damage to the **vehicle** resulting from fraud or deception.
- Any amount over the manufacturer's latest list price for any part or accessory.
- Loss of or damage to the **vehicle** if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law.
- Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Loss of or damage to the **vehicle** if any person named on the **certificate of motor insurance** is driving under the influence of drink or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
- Damage to the **vehicle's** cooling system caused by freezing liquid.
- Loss of or damage to the **vehicle** caused by a member of **your** family or household or a permitted driver or persons known to **you** taking the **vehicle** without **your** permission.
- Loss of or damage to the contents of the **vehicle** including but not limited to telephones, two-way radio transmitters or receivers, removable satellite navigation system or money.
- Any repair or replacement part which improves the **vehicle**.
- **Theft** of or attempted **theft** of the **vehicle** unless reported to the police.
- Loss of or damage to the **vehicle** caused deliberately by **you** or by any person driving it with **your** permission.
- Loss or Damage caused by misfuelling.
- Loss or damage caused by domestic animals, insects or vermin.

How claims are dealt with under Sections 1 and 2

We will at **our** option choose to repair or replace the **vehicle** or settle **your** claim for the amount of the loss or damage. The most **we** will pay will not be more than the **market value** of the **vehicle** at the time of loss less any **excess** shown on **your schedule**.

If the **vehicle** is damaged and such damage is covered by this Policy, **we** will pay the reasonable cost of protecting it and removing it to the nearest approved repairer and returning it to **you** after repairs have been carried out.

When carrying out repairs **our** approved repairers may fit parts made by other manufacturers they recommend for which they or the manufacturer offer a warranty, including recycled parts of similar type and quality to those being replaced.

If **you** do not wish to use **our** approved repairer an additional excess of £250 will apply.

Following any payment for a total loss settlement to **you**, where **we** deem it appropriate, the **car** will become **our** property. If the **car** is under a hire purchase or leasing agreement, **we** will make the payment for the total loss to the hire-purchase or leasing company as appropriate. If there is still an amount owing to the finance or leasing company after **we** have settled **your** claim, **you** are responsible for this amount.

Section 3

Liability to Others

What is covered

This Policy covers **you** for **your** legal liabilities for the death of or injury to any person or damage to their property as a result of:

- **You**, driving the insured **vehicle your certificate of motor insurance** shows **you** are covered to drive. This includes towing any trailer, caravan or broken-down **vehicle**. This towing must be allowed by law and the trailer, caravan or broken-down vehicle that is being towed must be properly attached to the **vehicle**.
- An employer of anyone **you** allow to drive the **vehicle** if their driving and business use on behalf of that employer is covered by the **certificate of motor insurance**. This does not apply if the **vehicle** is owned, leased, or hired to the employer or business partner or if the insured is a corporate body or firm.
- Any person driving the **vehicle** with **your** permission provided **your certificate of motor insurance** shows he or she is allowed to drive the **vehicle**.

We will also provide the same cover to:

- Any passenger travelling in, getting into or out of the **vehicle**.
- Anyone **you** allow to use (but not drive) the **vehicle** for social domestic and pleasure purposes.

In the event of an accident involving a **vehicle** covered by this Policy **we** will also pay at **our** discretion reasonable legal costs and expenses **we** have previously agreed in writing relating to:

- Solicitors' fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
- The defence of a charge of manslaughter or causing death by reckless or dangerous driving providing they relate to a claim resulting from an accident covered by this section.
- Any other legal costs incurred with any accident which may involve legal liability under this insurance.

Unless **we** agree otherwise in writing, **we** will not pay representation for the following:

- A plea of mitigation (unless the offence **you** are charged with carries a custodial sentence).
- Appeals'
- Any representation arranged by **you** without **our** consent.
- Any actions outside the **Territorial Limits**.

We may, at any time, stop paying such legal costs and expenses.

If anyone insured by this section dies, **we** will extend the cover to which they would have been entitled to their personal representatives.

What is not covered under Section 3

We will not cover:

- Liability for death or injury to any employee of the person insured arising during the course of their employment except where liability is required to be covered by the **Road Traffic Acts**.
- Loss of or damage to property of any person claiming cover under this section.
- Any amount over £2,000,000 for any one claim or series of claims from one event in respect of damage, loss of use or other indirect loss in respect of property.
- Loss, damage or injury which result from any deliberate act or omission by **you** or any person driving the insured **vehicle** with **your** permission.
- Death or injury to the driver or the person in charge of the **vehicle** if the death or injury occurred as a result of that person having driven the **vehicle**.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at any specific time and place, or except as required by the **Road Traffic Acts**.
- Any other legal costs incurred with any accident which may involve **your** legal liabilities under this insurance.
- Any claim if any person insured under this section can claim under another Policy.
- Any damage, loss of use or any other indirect loss to any property in the custody or control of **you** or the person claiming cover under this section.
- Any damage, loss of use or any other indirect loss to property being carried by or loaded onto or unloaded from the insured **vehicle**.
- The liability of any person other than the driver or attendant of the **vehicle** arising from the loading or unloading or the carrying of a load to or from the **insured vehicle** beyond the limits of any carriageway or thoroughfare.
- Any liability, loss of use or any other indirect loss arising from the loading or unloading from the insured **vehicle** where this activity involves the use of any hoist, crane, lift or similar appliance.
- Any claim for any damage to any road surface or structure caused by the vibration or weight of the **vehicle**.
- Loss, damage or injury which result from a trailer, caravan or broken-down **vehicle** that is being towed that is not properly attached to the **vehicle** or if the **vehicle's** maximum towing weight limit as set by the **vehicle's** manufacturer is exceeded.

Emergency Treatment

We will also pay for emergency treatment charges as set out in the **Road Traffic Acts** resulting from an accident involving any **vehicle** covered by this Policy.

Section 4 Audio and/or Communication Equipment

What is covered

We will cover **your** permanently fitted audio and/or communication equipment against loss or damage. This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each **claim you** make.

What is not covered under Section 4

We will not pay:

- More than £500 for permanently fitted audio and/or communication equipment unless it is standard equipment for the **vehicle** when built.
- More than £200 for loss or damage to permanently fitted navigation equipment unless it is standard equipment for the **vehicle** when built.
- Loss of or damage to removable audio, electrical or communication equipment.

Section 5 Foreign Use

Third Party Liability in Europe

While the insured **vehicle** is in:

- Any country which is a member country of The European Union (EU).
- Any country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 8 (1) second subparagraph 7 of EU Directive 2009/103/EC relating to civil liabilities arising from use of motor **vehicle**.

This Policy automatically provides the minimum compulsory level of cover **you** need by law in the country concerned. This legal minimum does not include loss of or damage to the **vehicle**.

Countries outside the European Union and other designated countries

We do NOT provide extended cover under this policy.

General Exclusions

These exclusions apply to the whole of the Policy.

Your insurance does not cover claims arising from any of the following:

1. Use of the **vehicle**

Any accident, injury, loss or damage while any **vehicle** covered by this insurance is being:

- Driven by or in the charge of anyone who is not named in the **certificate of motor insurance** as a permitted driver or is excluded by **endorsement** unless it is with a member of the motor trade for servicing or repair.
- Driven by or in the charge of anyone who is disqualified from driving or does not hold a current valid driving licence or who is prevented by law from holding one, or who does not meet the terms, conditions and limitations of either their driving licence or provisional driving licence.
- Driven by or in the charge of any person (including **you**) who **you** know are a provisional licence holder and who is not accompanied by a person aged 21 or over and who has held a full UK or EU licence for at least three years.
- Used for a purpose which is not shown as covered in **your certificate of motor insurance**.
- Used in or on restricted areas of any airport, aerodrome, airfield or military bases including any place where aircraft land and take off, park or move, associated service roads, refuelling areas, ground equipment parking areas, passenger buildings and customs areas. **We** will not pay any claim concerning an aircraft within the boundary of the airport or airfield.
- Used in an unsafe, insecure or illegal condition or manner.
- Used without the latest essential or safety related software updates, as recommended by the vehicle's manufacturer, having been installed.
- An **Automated Vehicle** being used in **Autonomous Mode**, in any location or at any time.

2. Contracts

Any liability **you** accept under an agreement or contract unless **you** would have been liable anyway.

3. War, hostilities and terrorism

Any accidental loss, damage, injury or legal liability caused directly or indirectly by:

- War, invasion, hostilities (whether war is declared or not) civil war, revolution, act of foreign enemy, insurrection, rebellion, coup, military or usurped power or any similar event except where **we** need to provide cover to meet the requirements of the **Road Traffic Acts**.
- Any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss except where **we** need to provide cover to meet the requirements of the **Road Traffic Acts**.

General Exclusions (continued)

4. Other Insurance

Any loss or damage or liability that is also covered by any other insurance Policy.

5. Earthquake, radioactivity, pressure waves, dangerous goods and riot

Direct or indirect loss, damage to or liability caused by or arising from:

- Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste or from burning or explosion of nuclear fuel.
- Radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
- Pressure waves caused by aircraft or other flying objects.
- Earthquake.
- Riot or civil commotion occurring in Northern Ireland or outside of the United Kingdom, the Isle of Man or the Channel Islands except where **we** need to provide cover to meet the minimum insurance required by the relevant law.
- Carrying any dangerous substances or goods for which **you** need a police licence (except where **we** need to provide cover to meet the minimum insurance required by the relevant law).
- Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.

6. Proceedings outside the territorial limits

Any decision or action of a court which is outside the **territorial limits** unless the proceedings are brought or judgment is given by a court of a country for which minimum compulsory insurance is provided by this Policy, or to which **we** have agreed to extend the Policy cover and for which **we** have received the necessary additional premium.

7. Imported Vehicles

Any **vehicle** which was manufactured outside the United Kingdom and imported other than through the manufacturers normal import arrangements.

8. Track use, rallies and competitions

While the **vehicle** is being used for racing, pacemaking, speed testing, competitions, rallies, trials or track events or use on a de-restricted toll road (including the Nurburgring Nordschleife) or any form of race track or off-road activity.

General Conditions

These conditions apply to the whole of the Policy.

1. Notification of claims

As soon as possible after any incident which might lead to a claim under this Policy, **you** should telephone **our** Claims Helpline on **0333 555 5920** to tell **us** about it. **You** must send **us** any letter, claim, writ or summons as soon as **you** receive it unanswered. **You** must also let **us** know immediately if **you** or **your** legal advisors become aware of any prosecution, inquest or fatal accident inquiry concerning a claim which might be covered under this Policy.

You or any other person claiming under this Policy must not negotiate, admit fault, offer to pay or settle any claim unless **you** have written permission from **us**.

2. Dealing with claims

We will be entitled to:

- Take over and carry out the defence or settlement of any claims in **your** name or that of any other person insured by this Policy.
- Take any action or proceedings, which **we** will pay for, in **your** name or that of any other person insured by this Policy, to get back any money **we** have paid.
- Any information and help **we** need from **you** or any other person insured by this Policy.

3. Fraudulent claims

If **you** or anyone acting on **your** behalf makes a claim under this Policy through fraud (which includes but is not limited to concealment, misstatement or deliberately providing false information) then **we**:

- shall not be liable to pay the claim;
- may recover any claim already paid that was subject to the fraud;
- may involve the relevant authorities to bring criminal proceedings;
- may cancel this Policy with immediate effect from the date the fraud was first committed by writing to **your insurance intermediary** and **you** (in writing to **your** last known address or mail address).
 - will not have any cover under this Policy from any event occurring on or after the date of cancellation, and
 - will not receive any return of premium.

4. Looking after the **vehicle**

You (or anyone who has access to the **vehicle**) must:

- Take all reasonable and necessary steps to protect the **vehicle** from loss or damage;
- ensure that all keys and other security devices are kept on the person of the holder or in a secure place;
- ensure that the **vehicle** is kept in a roadworthy condition

General Conditions (continued)

5. Keeping to the Policy terms

We will provide the cover described in this Policy only if:

- Any person claiming cover has kept to all its terms and conditions, as far as they apply, and
- All the information **you** have given **us** and upon which the contract is based is correct and complete.

6. Compulsory Insurance

If under the laws of any country in which this Policy applies, **we** have to make payments which, but for that law, would not be covered by this Policy, **you** must repay the amount to **us**. **You** or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement with the Motor Insurers Bureau.

7. Drink and Drugs Clause

If an accident happens whilst **you** or any person entitled to drive under **your** current **certificate of motor insurance**:

- Is found to be over the legal limit for drink or drugs.
- Is driving whilst unfit through drink or drugs, whether prescribed or otherwise.
- Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

no cover under the Policy will be provided and instead liability will be restricted to meeting any obligations **we** may have as required by Road Traffic Law. In such circumstances, **we** will recover from **you** or the driver, all sums paid (including all legal costs), whether in settlement or under court judgement, for any claim arising from the accident.

8. Cancellation

If **your** Policy period is for less than 30 days, **you** may cancel this Policy at any time by returning the **certificate of motor insurance** to **us**. Due to the short-term nature of this Policy there will be no refund of premium.

If **your** Policy period is for 30 days or more, **you** have 14 days to decide if this Policy meets **your** requirements. If **you** are not satisfied **you** can cancel within 14 days of the Policy starting or within 14 days of receiving **your** documents (whichever is the later). **We** will charge a premium for the period **we** have been insuring **you**. An administration charge of £15.00 plus insurance premium tax is applied. **We** will not refund any premium paid if **you** have made a claim or if one has been made against **you**.

General Conditions (continued)

Cancellation by **Us**

We may cancel this Policy at any time where there is a valid reason for doing so, by giving you 7 days' notice in writing to **your** last known home and/or email address or via **your insurance intermediary**. Valid reasons for cancellation include but are not limited to:

- **you** provide any information that proves to be inaccurate or incomplete or **we** consider that **you** deliberately, recklessly or carelessly provided false or misleading information; or
- **You**, a named driver, or anyone acting on your behalf uses threatening, abusive, bullying or intimidating behavior or inappropriate language towards **our** staff; or
- **you** or anyone acting on **your** behalf makes a claim under this Policy through fraud (which includes: concealment, misstatement or deliberately providing false information) (see General Condition 3 – Fraudulent Claims); or
- **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require where such the lack of cooperation affects:
 - **our** ability to process a claim; or
 - the defence of **our** interests; or
 - the making of risk based underwriting decisions.

We will cancel this Policy by giving **you** 7 days' written notice to **your** last known address or email address or via **your insurance intermediary**. **We** shall return the premium paid, unless **you** have made a claim or if one has been made against **you**, for the period from:

- the date the cancellation takes effect, to
- the end date of insurance provided under this Policy (the end date of the insurance provided under this Policy is shown under the **period of insurance**);

If **you** pay the premium by instalments and there is a default in the payments, **we** or **your insurance intermediary** may cancel the Policy giving **you** 7 days' notice of cancellation in writing to **your** last known postal and/or email address. If a claim has arisen during the current period, the full annual premium will be due. If a total loss claim is settled under this Policy any outstanding premium may be deducted from the claim's settlement.

9. Trading Sanction(s), Prohibition(s) or Restriction(s)

We shall not be liable to provide the insurance under this Policy or to pay claims or provide any benefit under it where to do so would expose **us** or any member of **our** corporate Group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

Data Protection Statement

Eridge Underwriting takes the privacy and security of **your** personal information seriously. **We** collect, use and share **your** personal information so that **we** can provide Policies and services that meet **your** insurance needs; in accordance with applicable data protection laws. The type of personal information **we** will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **you** have requested other individuals be included in the arrangement, personal information about those individuals.

We and **our** selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/ or **contract of insurance**; (ii) to meet **our** legal or regulatory obligations; (iii) where **you** have provided the appropriate consent; (iv) for **our** 'legitimate interests'.

It is in **our** legitimate interests to collect personal information as it provides **us** with the information that **we** need to provide **our** services more effectively including providing information about **our** products and services. **We** will always ensure that **we** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of **our** data protection statement can be viewed via
<https://eridgeunderwriting.com/the-eridge-approach/data-protection-notice>

How you can contact us?

If **you** have any questions or queries about how **we** use **your** data, or require a paper copy of the statement, **you** can contact **us** via info@eridgeunderwriting.com or alternatively contact **our** Compliance Director Eridge Underwriting, PO Box 726, Tonbridge, TN9 9WB.

Detecting and Preventing Fraud

We may share information **we** hold and which has been supplied to **us** with other insurers, law enforcement agencies and public bodies including the police and other similar databases or fraud prevention agencies including the Motor Insurance Anti-Fraud and Theft register, administered by the Motor Insurers' Bureau. The aim is to help **us** check information that is given to **us** and to prevent or detect crime, including fraud.

If **we** find that false or inaccurate information has been given to **us**, or **we** suspect fraud, **we** will take appropriate action. If fraud is suspected or identified this may be shared with fraud prevention agencies, and may also be used by other organisations to make decisions about **you** and others in your household on credit, insurance (including claims), debt tracing and to prevent crime. If such companies suspect fraud, **we** will share your relevant personal information with them. **We** may research, collect and use data about **you** from publicly available sources including online searches, social media and networking sites, using this data for the purposes of fraud detection and prevention.

Motor Insurance Database

Information relating to **your** Policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). 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, EEA or certain other territories), insurers and/or MIB may search the MID to obtain relevant information. Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on MID, **you** are at risk of having the **vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com

Complaints

Our commitment to customer service

We are committed to providing a high level of customer service. If **you** feel **we** have not delivered this, **we** would welcome the opportunity to put things right for **you**.

Who to contact in the first instance

Many concerns can be resolved straight away. **You** should in the first instance contact **your Insurance Intermediary** who sold **you** this Policy as they will generally be able to provide **you** with a prompt response to **your** satisfaction.

If **you** remain dissatisfied, **you** should contact:

The Complaints Department,
Eridge Underwriting Agency Ltd,
PO Box 726
Tonbridge
TN9 9WB

Or via email complaints@eridgeunderwriting.co.uk

Many complaints can be resolved within a few days of receipt

If **we** can resolve **your** complaint to **your** satisfaction within the first few days of receipt, **we** will do so. Otherwise, **we** will keep **you** updated with progress and will provide **you** with **our** decision as quickly as possible.

Next steps if you are still unhappy

If **you** are not happy with the outcome of **your** complaint, **you** may be able to ask the Financial Ombudsman Service to review **your** case. **We** will let **you** know if **we** believe the ombudsman service can consider **your** complaint when **we** provide **you** with **our** decision. The service they provide is free and impartial, but **you** would need to contact them within 6 months of the date of **our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website <http://www.financial-ombudsman.org.uk/>

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phone and landlines)

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

If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**.

Further information is available on <http://www.fscs.org.uk/> or by contacting the FSCS directly on 0800 678 1100.

UK Administrator:
Eridge Underwriting Agency Ltd
PO Box 726
Tonbridge
TN9 9WB
Registered in England and Wales Company No. 09574780.