

# Your policy booklet



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## 01 Welcome

**This document is for illustration only. If you choose to buy this policy, we'll issue you with a valid Policy Booklet.**

Hi kiranamdlb,

Thank you for choosing us for your car insurance. We're here around the clock to look after you and your car.

This policy booklet tells you exactly what you are and aren't covered for, as well as how to make a change, submit a claim and get help if something goes wrong.

### We're always here for you

You'll find it really easy to manage your policy at your **Account** online. Bookmark [sheilaswheels.com/login](https://sheilaswheels.com/login) on your browser to get you there quickly.

You can ask our automated chatbot a question any time (it's available 24/7), or you can contact one of our specialists on live chat, which is available during our customer service opening hours. **Get started here.**

- Live chat is available Monday-Friday 8am-8pm, Saturday 9am-5pm and Sunday 9am-2pm. Bank holiday hours may apply so please check on our website
- Claims phone lines are open Monday-Friday 8am-8pm, Saturday 9am-5pm and Sunday 9am-2pm. Bank holiday hours may apply so please check on our website
- If you need to report a claim outside of our opening hours please call 0345 606 1373

### At a glance

If you're in a hurry, here's some vital information for you to quickly get the help you need.

### Following an accident

Please report all accidents to us - whether you're going to make a claim or not. You can do this through your **Account** or by calling 0345 606 1373.

### Accessing Roadside Recovery after an incident

If your car can't be moved after an accident, you can call 24/7 and our service provider will arrange recovery straight away.

- Call: 0800 032 9083

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### Are all your details correct? Please check and let us know as soon as possible if they're not.

Please read your schedule carefully. If anything looks inaccurate, please update your details straight away via your **Account**. If you don't, it could lead to:

- your insurance being invalid
- a claim being rejected or reduced
- additional terms being applied to your insurance
- your policy being cancelled or treated as if it never existed

## Privacy notice

You can find out how your personal data is used at [\*\*sheilaswheels.com/privacy\*\*](https://sheilaswheels.com/privacy).

## About esure Services Limited

Sheilas' Wheels is a brand managed by esure Services Limited, who have arranged your policy for you.

They're also responsible for administering your policy. They do this under a separate contract with you called 'Your Agreement with esure Services Limited'. Their fees and charges are set out in that document. They're authorised to arrange and administer insurance products on behalf of us and other insurance companies.

## Your policy

Your policy is a legally binding contract between you and the people providing your insurance cover.

In exchange for your premium, we'll provide the cover detailed in your policy from the start to end dates shown in your schedule. Your policy is made up of:

- This policy booklet
- Schedule
- Certificate of insurance

These documents need to be read together as they set out the full details of your policy to include the cover, exclusions, terms and conditions. Please keep them safely together.

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## Your obligations

Your policy is based on the information you provided when you applied for it. You must make sure that all the information you've provided is true and correct at all times. You must also pay the premium and keep to the terms and conditions.

It's really important that you read and understand the policy you've bought. If you have any questions, any details are incorrect or if you want to change anything, please get in touch using chatbot or live chat which can be accessed through your Account. Also, to ensure that you always have cover, please tell us immediately when anything changes or is incorrect, otherwise your policy might not be valid.

## Authorisation

We're authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm Registration Number 203350. Cover under optional extras may be provided by other insurers, the details of which will be shown in the relevant policy booklet. All underwriters are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority.

You can check details of authorised companies on the Financial Services Register by visiting the website [fca.org.uk/firms/systems-reporting/register](https://fca.org.uk/firms/systems-reporting/register).

## Governing Law

This insurance is governed by English law and all communication shall be conducted in English. The courts of England and Wales will have sole jurisdiction in relation to any dispute.

## Rights of Third Parties

This contract is between you and the Underwriters. Nobody else has any rights they can enforce under this contract, including under the Contract (Rights of Third Parties) Act 1999, except those under the Road Traffic Act.

## Compensation arrangements

We're 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 FSCS.

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 PO Box 300, Mitcheldean, GL17 1DY or call: 0800 678 1100 or 020 7741 4100 or visit [www.fscs.org.uk](https://www.fscs.org.uk).

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## 02 How to make a claim

### If you've had an accident

If you're involved in an accident, put your safety first with these 4 steps:

1. Turn off your engine
2. Switch on your hazard lights
3. Get everyone out of the car and to a safe place
4. Call 999 if anyone's injured or the road is blocked

Remember, you and your passengers are more important than your car.

We're aware that not all claims are accidents. If your car has been stolen or damaged please let us know as soon as possible.

It's important that you report anything that happens to your vehicle as soon as it's safe to do so. Usually, the easiest and quickest way to make a claim or to notify us of anything that's happened is by logging into your **Account** or call 0345 606 1373.

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

### In brief...

**Tell us about any other vehicles involved**

**Tell us about any other drivers**

**Don't forget their insurance details**

**Tell us about any passengers including third party passengers**

**Was anyone else hurt?**

**Were there any witnesses?**

**Take pictures**

**Did the emergency services attend the scene?**

### In detail...

Vehicle registration number, make, model – get it all down.

What's their name, where do they live, what's their phone number?

You'll need to swap yours with any other drivers.

Have they been injured? Try to get their name(s) and contact details.

Make notes of their injuries, as best as you can.

Ask for their details too, if possible.

If you've got your phone and it's safe to do so, take photos or videos of the scene and damage

Get the police incident number and the police officer's name

We know it's a lot to ask, especially following the shock of an accident, but please try to gather as much information at the scene as you can.

If your car isn't driveable remember to take out any personal or valuable possessions before you leave it.

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## And what not to do

Some things you could do without thinking could put you at a disadvantage. So, please don't:

- ✗ Take the blame or admit fault (even if you feel guilty)
- ✗ Offer to pay for any repairs
- ✗ Reply to a third party who contacts you, even if it's a court or a solicitor. It might seem rude, but if you're sent a notice of prosecution, inquest, fatal accident enquiry, court summons or claim form, don't respond. Instead, send it straight to us. We'll manage the communication for you. That's what we're here for. Just get in touch with us by visiting [sheilaswheels.com/login](https://sheilaswheels.com/login), log in to your **Account** and choose 'Need help?'
- ✗ 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, or take up 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.

## What happens once you've made a claim?

We'll start working on your case as quickly, fairly and seamlessly as possible. We'll probably ask you for some extra information to help us settle your claim. This includes things like:

- **Proof of ownership** – basically, something to show you own or have a legal interest in the car or whatever it is you're claiming for
- **Data from your car** – including things like dash cam footage, records from on board computers and other vehicle systems
- **Other cover you might have** – sometimes other insurers will contribute towards your claim

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## When we wouldn't cover your claim

We won't pay for damage to your car or injury to the driver if you break the law. For example:

- If the driver of your car was driving while unfit due to drugs or being over the legal drink driving limit
- If the driver of your car is convicted of failure to supply a specimen when legally required to do so

In these circumstances, if we had to pay any claim made by a third party, we could recover those costs from you

- If your car wasn't registered with the UK's Driving and Vehicle Licensing Authority (DVLA) or the registered keeper details were incorrect.
- If we suspect fraud – if you or anyone representing you knowingly gives false information when making a claim, we might not pay the claim

## In these situations, we might also:

- ✗ Cancel the policy and any other policies we've provided or treat them as though they never existed
- ✗ Keep any premiums you've paid
- ✗ Take back any money we may have already paid to you
- ✗ Notify the police and/or other authorities

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## 03 Other people and their property

### What you're covered for

#### Legal liabilities

We'll cover you for everything you are legally responsible to pay due to an accident involving your car causing:

- Another person's death or injury
- Damage to third-party property – damages are limited to a maximum of £20 million per event

We'll also cover you as described in this section while your car's towing a single trailer or broken-down vehicle.

Please note that damage to the trailer or broken-down vehicle or any items carried in them are not covered.

#### Cover for others in your car

We'll also provide cover under this section for:

- Anyone who's named on your certificate of insurance if they're driving your car with your permission
- Any passenger in your car
- Anyone who is getting into or out of your car

#### Medical expenses

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

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## Personal accident benefit

If you or your partner are injured due to an accident involving your car while travelling, entering or exiting your car, and within 3 calendar months this injury is the sole cause of:

- Death; or
- 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'll pay in any period of cover.

## Motor legal advice helpline

Your cover includes access to a motor legal advice helpline. This is 24/7 on 0345 850 9596.

## Emergency medical expenses

We'll pay for emergency medical treatment as set out in the Road Traffic Act.

## Legal costs

If you or any person has an accident covered by this section, we'll pay:

- ✓ Solicitors' fees to represent that person at a coroner's inquest or fatal injury inquiry, as long as we've agreed to do so beforehand
- ✓ The cost of reasonable legal services, which we'll arrange, to defend that person against:
  - A charge of manslaughter or causing death by careless
  - Dangerous driving
  - Magistrates' court allegations arising out of a collision with a third-party vehicle or pedestrian

We'll only arrange such legal services where it's more likely than not that the defence will be successful.

Such cover is limited to instances where it's in our own interest to make payments for the purpose of defending or representing you and any other person covered by this section.

As the insurer or last known insurer of the car, we may be responsible to pay for any third-party claim that arises. If we've had reason to reject a claim for damage to your car, we may still need to settle the third-party claim. In these circumstances we can recover any of these costs from you directly.

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## 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 was driving while their alcohol blood level proportion was over the legal limit at the time of the accident; or 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

## Other situations where you aren't covered

### In brief

#### When you're driving a hired car

#### When your driving licence isn't valid or you're breaking the conditions of your licence

#### Deliberate or criminal acts by you or a named driver that cause loss, damage, injury or death

#### When there's other insurance that covers the same liability

#### Releasing a car that's been lawfully seized

### In more detail

If you've rented a car and you're required to take out insurance through the hire company.

For example, driving a manual when you only have an 'automatic' licence.

This includes deliberate damage, road rage incidents, and avoiding lawful arrest.

We won't pay where there's other insurance that covers the same liability unless we've agreed to share responsibility for the claim with the other insurer.

A car that's been seized by, or on behalf of, the Government or public authority. This means you can't use the 'driving other cars' extension, or add the car as a temporary additional or substitute vehicle on your policy, to get the vehicle released.

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## 04 Loss or damage to your car

### What you're covered for

Accidental or malicious damage to your car and its accessories.

Loss or damage to your car and its accessories due to fire, lightning, explosion, theft or attempted theft.

#### We will

- ✓ Pay to get it fixed, or
- ✓ Replace what's been lost or damaged, or
- ✓ Pay for what's been lost or damaged

We'll decide which of these methods will be used to settle your claim.

#### You're also covered for

- ✓ Child car seats – up to £100 for each one, even if there's no obvious damage
- ✓ In-car equipment – permanently fitted items like a sound system, TV, DVD player, games console, sat nav and dash cam. We pay the replacement amount if they were fitted from new by the manufacturer.
- ✓ Damage to your car if being towed and involved in an accident – even if you're not travelling with it.

#### You're also covered if you're hit by an uninsured driver.

- ✓ You won't have to pay any excess if you're able to provide us with the uninsured driver's name, address and vehicle registration number

#### Got an electric car? We'll also cover:

- ✓ Charging cables, as long as they're inside or connected to your car
- ✓ The battery regardless of whether it's owned or leased

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## What isn't covered?

### In brief

#### Deliberate accidents

#### Deception or Fraud

#### Deliberate damage

#### Depreciation

#### Electrical equipment

#### Excesses

#### Legal removal

### In detail

If you or a named driver deliberately stage an accident that involves your car, or arrange for someone else to.

Loss or damage to the car, or lost items left in the car as a result of you losing the car by any form of deception or fraud

By you, a named driver on your policy or by someone else but arranged by you.

We won't compensate you for any decrease in the value of your car following a repair covered by your policy.

Any electrical equipment that's not permanently fitted.

You'll find your excesses detailed in your schedule.

You'll need to pay them unless your car is stolen from a private, locked garage or the damage was caused by someone in the motor trade while they were fixing or servicing it as a reputable garage with the garage's authority.

If you get your car fixed by someone who isn't one of our recommended repairers, there'll be an additional excess on top of your other excesses, which will be shown on your schedule.

If any government, public or local authority takes, keeps or destroys your car – eg it's towed away for being parked illegally.

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## What isn't covered (continued)

### In brief

**Loss or damage if your car wasn't properly secured**

**Loss or damage caused by an unreported theft or attempted theft**

**Mechanical, electrical or computer failures**

**Misfuelling**

**Repair or replacement that improves your car's condition**

**SORN damage**

**Towing**

**Tyre damage**

**Use without permission**

**Wall Chargers/ Charging Points**

**Wear and tear**

### In detail

This applies if:

- Your car wasn't locked, or a window or roof was left open
- You left your keys or keyless entry device in or on your car
- Your car doesn't have an active and working security or tracking device, and that's a condition of your policy

You'll need to support your claim with a crime reference number (CRN), so you must report any theft or attempted theft to the police.

Including breakdowns, defects, user errors and the effect of cyber attacks/events.

The cost of draining fuel from your car if you put in the wrong type.

Any part of a repair or replacement that leaves your car in a better condition than before the loss or damage.

Damage other than fire that happens when your car's declared off the road under a Statutory Off Road Notification (SORN).

We don't cover any trailer or vehicle that your car is towing, including caravans; however, we will cover any claims made by a third party where your trailer, towed vehicle or caravan causes an accident.

Resulting from braking, kerbing, punctures, cuts, or bursts.

If a family member, or someone living with you, uses your car without your permission, unless they're a named driver

Any damage to, or loss of, a home electric vehicle charging point.

The wear and tear you'd expect from using your car day to day.

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## In brief

**If your vehicle is used to commit or assist a crime or is used outside of purposes permitted by the law**

**Blue light cover, emergency response**

## In detail

- 1. Deliberate or criminal acts by you or a named driver, or anyone using the car that cause loss, damage, injury or death
- 2. Deliberate damage, road rage incidents, and avoiding lawful arrest

Any blue light use including:

- 1. Community first responders and other 'blue light' volunteers
- 2. Use in connection with an emergency 999 call or any other request to attend an emergency

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## How we'll settle your claim for loss or damage

### If you use one of our recommended repairers

- ✓ You don't need to get an estimate. Our repairer will see to that and start work as soon as possible
- ✓ The repair work comes with a 5-year guarantee while the parts will be covered by the manufacturer's warranty.
- ✓ Our repairers might use parts that aren't made by your car's manufacturer but are still an equivalent part. We'll pay up to the cost shown in the supplier's UK price list plus any reasonable fitting costs
- ✓ We have recommended repairers across the UK mainland

### Courtesy car

- ✓ We'll arrange for one of our suppliers to provide a courtesy car while your car's being repaired by our recommended repairer as part of a valid claim. This is as long as you have a comprehensive policy which remains in force for the duration of repairs. We aim to arrange a courtesy car for you within 2 working days from when your car goes in for repair. If your car's electric and we're unable to arrange an electric courtesy car, we'll pay £50 to cover the additional cost of fuel.
- ✓ These policy terms and conditions apply while using the courtesy car
- ✓ 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
- ✗ We won't arrange a courtesy car under this section if your car has been stolen and not found, or is considered to be a total loss
- ✗ If we decide that your car is a total loss after providing the courtesy car, we'll withdraw it
- ✗ We won't arrange a courtesy car for windscreen only claims
- ✗ We won't arrange a courtesy car if you suffer an accident or loss when driving outside the UK

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### If you use a non-recommended repairer

- Send us a detailed estimate from the repairer, plus details of the accident or damage, as soon as possible
- We won't arrange a courtesy car
- We'll pay to have your car fixed only if we've agreed the costs first
- We'll only pay for repairs that were caused by the accident and are reasonable and necessary
- You'll need to pay an additional £200 excess on top of any other excesses
- We can reject an estimate

### If your car's not driveable

We'll pay reasonable costs to have it taken to the nearest suitable garage and delivered to your home once fixed. We'll also pay for you and any passengers to be taken to a safe place. If the car can't be fixed, we may put it into safe storage before it's sold or taken for scrap, as at this point the car will belong to us.

### New car replacement

We'll replace your car with a new one of the same make and model if:

- Your car's less than a year old; and
- You or your partner were the first 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); and
- The legal owner agrees

If we can't find a replacement, we'll give you or the legal owner, either what you paid for it or what it currently costs to buy, whichever is less.

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### If we decide your car's a total loss

We'll decide that your car is a total loss if it's uneconomical to repair or when it won't be safe to repair it.

We'll pay the legal owner the car's 'market value' (see below) at the time of the loss.

**If your car is leased, on contract hire, or bought through a finance agreement**, we'll pay the legal owner (which is the finance or leasing company) the outstanding settlement amount, up to the car's market value.

The type of agreement you have with the finance or leasing company will tell us how we make payment. We'll talk you through this at the time, but generally:

- When the car's market value is **more** than what's owed to the finance or leasing company: we'll pay them the market value of the car and we'll give you any leftover amount.
- When the car's market value is **less** than what's owed to the finance or leasing company: we'll pay them the market value and you will need to pay the remaining balance.

However, this will depend on the type of agreement you have. We will discuss this with you in detail in due course. Once we settle your claim the car will belong to us. If you'd prefer to keep it, please contact us and we can discuss this with you. We'll look at the salvage category to make sure it's safe for you to keep it and explain the amount we'll take off of your final settlement payment. This is because you'll be buying the car back from us.

**You'll still be responsible for any policy excesses applicable to the claim which will be deducted off the final settlement value.**

### Market value

The 'market value' is the amount your car was worth on the open market at the time of the loss. This is based on research using independent guides such as Glass's Guide, CAPS, Autotrader and Percayso Vehicle Intelligence.

We look at cars of the same make, model and age as yours. We also take into account market conditions and the mileage and condition of your car at the time of the loss, including the cost of repairing any pre-existing damage if applicable. We'll adjust the value if it's been subject to a total loss claim before and if it doesn't have a valid MOT in place.

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## If there's something you haven't told us about

When settling your claim, we may reduce the amount we pay if we find you haven't told us something you should have when taking out your policy. For example, any modifications to your vehicle, convictions, or significantly higher mileage than declared where you're premium would change. We call this a 'proportionality deduction'.

## Personalised plate

If you have a personalised number plate and you want to keep it you'll need to contact the DVLA and transfer it onto a DVLA Retention Certificate in your name. You'll have 2 weeks to do this from the date we tell you that the car's a total loss.

## What happens with my policy following the settlement of my claim?

You have a couple of options;

- Cancel your policy – you must pay the remaining monthly instalments. We will deduct these monthly until the end of your policy period. Alternatively we may deduct this from your settlement value if you advise us to do so.
- Insure another car on your policy for the remainder of your policy period – we'll tell you of any changes to your premium or the level of cover we'll provide

If you've paid your annual premium upfront, we will not be able to refund you any portion of the premium.

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## 05 Glass damage

Make a claim as soon as you spot a chip and our service provider may be able to fix it rather than replace it. This means you'll pay a smaller excess. The easiest way to make a glass claim is via your Account or by calling our service provider on **0800 032 9082**.

### What you're covered for

If your windscreen's chipped, cracked or smashed, we'll fix or replace it.

Your cover also extends to your side and rear windows, recalibrating any advanced electronics that relate to the windscreen, and fixing scratches or damage to the bodywork caused by the broken glass.

**Claiming for a windscreen doesn't affect your no claims discount.**

### So, what's not covered?

#### In brief...

##### Excesses

#### In detail...

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.

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##### Hood or roof structures

We won't pay to replace the hood or roof structure of your convertible or cabriolet car.

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##### Sunroofs and roof panels

We won't pay for the repair or replacement of damaged glass in sunroofs or fixed or moveable glass roof panels.

We may be able to consider a claim for these under section 4 - 'Loss or damage to your car'.

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##### Using your own repairer

If you choose to use your own repairer the most we'll pay towards your claim is £100

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## 06 Extra cover you've added

Any optional extras or lifestyle packs you've chosen will be shown in your schedule.

To check your cover, just go to your **Account**.

Please note that we can't offer any advice or recommendations as to whether any specific product and optional extras meet your insurance needs.

### Breakdown Assistance Cover

Details of what this covers can be found in your separate breakdown booklet.

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## Misfuelling Cover

If you put the wrong fuel in your car, RAC Motoring Services will fix this for you. Or we can pay you back for a payment you've already made.

If you've misfuelled and need help, call the RAC on 0800 032 9092.

### What's covered

- Coming out to drain, flush and clean your car's fuel system on site, using a specialist vehicle when possible; and
- Filling the tank with up to 10 litres of the right fuel, unless this is part of an accidental damage claim as stated in section 4 of this policy booklet; or
- If it can't be fixed at the roadside, taking your car, driver and up to 8 passengers to RAC's nearest garage to drain, flush and clean the fuel system and putting in £25 worth of fuel
- The cost of any new replacement parts needed (eg fuel filter) and the labour to fit them, up to the value of £50

If the fuel system can't be drained and cleaned on the day of the misfuelling, making your car temporarily unusable, we'll pay or reimburse you for:

- A hire car to complete your journey, up to a maximum of £150 for no more than 8 passengers
- Overnight hotel accommodation for you and up to 8 passengers while your car's being repaired, provided the incident occurs more than 25 miles from your home or the place you were planning to go. This is limited to bed and breakfast up to a maximum of £400, for one night only, and excludes alcoholic drinks.

### Reimbursement

If you've already paid for a repair and want to claim it back, please send proof of payment, quoting your policy number to:

Claims Bordereau Team.  
6th Floor/ 19 Cadogan Street, Glasgow, G2 6QQ  
**Or email:**  
bordereau@esure.com

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## Misfuelling Cover

### In brief

#### Cost of fuel

### In detail

The cost of any fuel, other than 10 litres of the correct fuel to fill the fuel system after draining and cleaning has been carried out – or the cost of any fuel above the further £25 worth.

#### Claim from contamination

Any claim arising from fuel contamination other than by the accidental filling of the tank with wrong fuel.

#### Decrease in market value

Any fall in the market value of your car or loss of warranty because you put the wrong fuel in it.

#### Loss or damage to your car

Any loss or damage to your car or the engine caused by using the wrong fuel or another cause.

#### Loss or damage to component part over £50 limit

Any loss or damage to any parts of your car above the £50 limit already stated, caused by misfuelling or any other cause.

#### Losses not related to misfuelling

Losses that aren't directly associated with misfuelling, or which aren't directly covered by 'what's covered' in this section of your policy, eg the loss of use of your car.

#### Misfuelling within the first 48 hours

Misfuelling occurring within 48 hours of the misfuelling cover starting. This doesn't apply if you've renewed the cover.

#### Misfuelling outside territorial limit

Misfuelling occurring outside the United Kingdom and the Isle of Man.

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## Misfuelling Cover

### In brief

#### More than 2 misfuelling incidents

#### Transport of animals other than domestic pets

### In detail

Putting the wrong fuel in your car more than twice in a policy year.

We won't pay to transport any animal, other than domestic pets which are controlled or contained within a suitable travel container.

We won't pay more than £400 for overnight hotel accommodation, £150 for car hire, or £750 for all solutions combined per misfuelling incident. We won't pay more than £1,500 in any one policy year.

### Additional conditions

- You won't receive any assistance unless you've let us know of a misfuelling incident using the phone number provided and the appropriate solution is being followed
- If you, or anyone acting for you, makes a claim knowing any part of it to be false, we won't pay the claim and we'll cancel your policy and all optional extras
- If we cancel your policy on the grounds of fraudulent activity, we'll keep any premium you've paid. We may also tell the relevant authorities, so that they may consider criminal proceedings.
- If the costs of the solutions provided under this optional extra are more than your policy limits, we won't repay these costs to you, or you'll be required to make a payment to us

The other policy terms and conditions, including the exclusions and conditions set out in sections 8 and 9, also apply.

**Claims made under this optional extra won't affect your no claims discount.**

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## Key Cover – if lost or stolen

### Important information

If you lose your car keys, or they're stolen from somewhere other than your car, we'll pay up to £1,500 towards the cost of replacing the locks and keys.

For help with car keys, call the RAC on 0800 032 9077.

For help with garage keys, call the RAC on 0800 085 7937.

### RAC will arrange to:

- Replace the keys and locks and reset or reprogramme your car's immobiliser and alarm system; or
- Retrieve your car keys if they're accidentally locked in your car; or
- Take you home to collect a spare key if we think the cost's reasonable; or
- Take your car, driver and up to 8 passengers to the nearest approved garage to get a replacement key and/or replace the locks; or
- Get you a hire car to complete your journey with up to 8 passengers or pay for travel costs up to a maximum of £150; and/or
- Arrange overnight hotel accommodation for you and up to 8 passengers while your car's repaired, provided the incident occurs more than 25 miles from your home or the place you were planning to go. This is limited to bed and breakfast up to a maximum of £200, for one night only, and excludes alcoholic drinks

### We'll also:

- Pay the cost of replacing a lock if your car or garage key breaks in the lock or ignition and can't be removed
- Pay up to £100 towards the cost of a locksmith to retrieve car keys locked inside a property you own and are unable to access; or a taxi to retrieve the keys from another address

### Reimbursement

If you've already made a payment and want to claim it back, please send proof of payment, quoting your policy number, to:

Claims Bordereau Team.

6th Floor/ 19 Cadogan Street, Glasgow, G2 6QQ

Or email: [bordereaux@esure.com](mailto:bordereaux@esure.com)

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## What isn't covered?

### In brief

#### Losses within the first 48 hours

#### Losses not notified within 30 days of the incident occurring

#### Caravans or trailers

#### Theft without a crime reference number

#### Losses without a lost property number

#### When keys were taken by someone you know

#### More than the market value

### In detail

Any loss of, accidental damage to or theft of your car/garage keys that occurs within 48 hours of cover starting. This doesn't apply if you've renewed the cover.

Any insured loss that you don't tell us about within 30 days.

We don't cover keys for caravans and trailers

Any claims arising from theft of your car or garage keys where you haven't reported them to the police and got a crime reference number within 30 days of the theft.

Any claim for the loss of your car or garage keys where you haven't reported them missing to the police and got a lost property number within 30 days of the loss.

Any claim arising from theft of your car or garage keys if the keys were taken without your permission by a member of your family or someone living at your home address.

We won't pay more than the market value of your car if the cost of replacing your car keys or replacing the locks is more than the market value of your car.

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## What isn't covered?

### In brief

#### Decrease in value

### In detail

Any fall in the market value of your car or garage resulting from replacing the keys or replacing the locks.

#### Damage to the car

Any damage to your car or your car's locks resulting from attempts to retrieve your car keys if they're locked in your car.

We won't pay more than £2,000 in a period of cover for all incidents combined.

### Additional conditions

- You won't receive any assistance unless you've let us know of an incident using the phone number provided and the appropriate solution's being followed
- You must take reasonable steps to protect your car and garage keys and locks from loss or damage and allow us to examine your car at any reasonable time if we ask you
- If you, or anyone acting for you, makes a claim knowing that any part of it is false, we won't pay the claim and we'll cancel your policy and all optional extras
- If we cancel your policy on the grounds of fraudulent activity, we'll keep any premium you've paid. We may also tell the relevant authorities, so that they may consider criminal proceedings
- If the costs of the solutions provided under this optional extra are more than your policy limits, we won't repay these costs to you, or we might need you to make a payment to us

The other policy terms and conditions, including the exclusions and conditions set out in sections 8 and 9, also apply.

**Claims made under this optional extra won't affect your no claims discount.**

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## Enhanced Personal Accident Cover

If you or a named driver are killed or injured while driving the insured car during the period of cover, we'll pay the following benefits to you, the named driver or a legal representative. The amount will depend on whether it was a fault or non-fault claim.

You're also covered if you're travelling as a passenger in another car.

### What's covered

| Cover                        | Non-fault claim | Fault claim |
|------------------------------|-----------------|-------------|
| Death                        | £30,000         | £100,000    |
| Permanent total disablement  | £30,000         | £100,000    |
| Loss of one limb             | £15,000         | £100,000    |
| Loss of two or more limbs    | £30,000         | £100,000    |
| Loss of sight in one eye     | £15,000         | £100,000    |
| Loss of sight in both eyes   | £30,000         | £100,000    |
| Loss of hearing in one ear   | £15,000         | £100,000    |
| Loss of hearing in both ears | £30,000         | £100,000    |
| Loss of speech               | £30,000         | £100,000    |
| Third degree burns           | £15,000         | £100,000    |

### Loss of fingers, thumbs, toes and fractures

Following complete and permanent loss of use or physical separation:

|                              |                                                           |
|------------------------------|-----------------------------------------------------------|
| Loss of one thumb            | £5,000                                                    |
| Loss of more than one finger | £8,000                                                    |
| Loss of one finger           | £3,500                                                    |
| Loss of one big toe          | £5,000                                                    |
| Loss of more than one toe    | £2,000                                                    |
| Loss of one other toe        | £1,000                                                    |
| Fractures                    | £1,000 for each fractured bone. Up to a maximum of £5,000 |
| Mental Health                | £1,000                                                    |

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We'll only pay out for one of the above benefits in the tables above for any one accident. The maximum amount we'll pay for bodily injury sustained in one accident under this benefit is £100,000.

## Medical expenses benefit

If you or a named driver is injured whilst you're insured with us and it's as a direct result of a fault claim where they were driving, we'll make the following payments to you or the named driver:

|                                           |                                                                       |
|-------------------------------------------|-----------------------------------------------------------------------|
| Operation                                 | £1,000                                                                |
| Cosmetic dental procedure                 | Up to £500 – following a referral by a qualified medical practitioner |
| Physiotherapy                             | Up to £750 – following a referral by a qualified medical practitioner |
| Hospital overnight stay                   | £200 (per night, max 10 nights)                                       |
| Medical report/letter fees                | £50                                                                   |
| Counselling/other psychological therapies | Up to £1,000                                                          |

The most we'll pay under the medical expenses benefit for 1 fault claim during the period of cover under this section of your policy is £3,900.

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## What isn't covered?

### In brief

#### **Suicide or deliberate acts**

### In detail

You or the named driver committing or trying to commit suicide or any deliberate act of self-inflicted injury.

#### **Putting lives in danger**

A deliberate act to put lives in danger, unless to save a human life.

#### **Maternity**

Pregnancy or childbirth.

#### **Driver not named on the policy**

Any person who sustains an injury while the insured car is being driven or used by a person who isn't you or the named driver.

#### **Injuries caused or received elsewhere**

Any injury that isn't a direct result of a road traffic accident.

#### **People not permanently resident in Great Britain**

Anyone who doesn't live in Great Britain for at least 40 weeks a year.

#### **Multiple claims for the same injury**

Where a claim for the same injury has been made under another policy with us.

#### **Holistic treatment**

Any non-mainstream treatment, including homeopathy, acupuncture, osteopathy, chiropractic and herbal medicines.

#### **Claims without a valid referral**

Any treatment received without referral by a qualified medical practitioner.

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## What isn't covered?

### In brief

#### Not wearing a seatbelt

### In detail

Any claim where there's proof that a seatbelt wasn't being worn as required by law.

#### Claims notified after 52 weeks

Any injury that we're not told about within 52 weeks of the date of the accident.

## Additional conditions

- We'll ask you to send us evidence of the injury (psychological or bodily) sustained by you or the named driver as a result of the accident, and the treatment you needed. This may include, but is not restricted to, consultant or specialist reports and doctors' letters
- We'll need details of the initial treatment plan and confirmation that this treatment is totally attributable to the injury sustained as a result of the accident
- We reserve the right to request our own medical opinion relating to the injury sustained and the treatment received

The other policy terms and conditions, including the exclusions and conditions set out in sections 8 and 9, also apply.

## Motor Legal Protection

If you've been involved in a motor non-fault or partial non-fault accident, we can help you, anyone else named on your policy and any passengers in the car, to recover your uninsured losses.

For assistance, please call our claims team on 0345 606 1373.

For defence of motor prosecution claims or motor database disputes, please call our legal advice helpline which is open 24/7 on 0345 850 9596.

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## What's covered

The maximum we'll pay for legal costs per incident (excluding motor database disputes) is £100,000 (including VAT).

If we decide that you were at fault for the accident, then you won't be covered for the uninsured losses.

If you're unhappy with that decision, our lawyers can provide a second opinion.

### Uninsured loss recovery

When you make a claim to recover your uninsured losses, we'll assess the legal merits of progressing the claim based on the facts you've given us and whether there's a reasonable chance of success.

We'll also consider whether it's reasonable to pay your costs under this section. To do this we'll apply 'proportionality', which is an assessment as to whether the cost of pursuing your uninsured loss claim is comparable to the likely benefit that it'll bring.

If you need legal assistance, we'll appoint an authorised representative to deal with your claim before the start of any enquiry or proceedings.

We'll pay legal costs to recover financial losses, such as your excess, travel expenses or loss of earnings, provided:

- You and the insured car are involved in a non-fault or partial non-fault road traffic accident, or
- You are a pedestrian who has been involved in a non-fault road traffic accident which has resulted in your death or injury

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We'll pay legal costs to recover compensation for personal injury, provided:

- You and the insured car are involved in a non-fault road traffic accident (including when the other car and/or driver can't be identified)

### Motor prosecution defence

We'll pay legal costs to defend you from prosecution for an offence involving the use of the insured car.

### So, what's not covered?

- Pleas of mitigation that are against the public interest
- Legal costs where funding is available to you through legal aid from The Legal Aid Agency, or any other public body, insurance policy, trade union or employer
- Parking offences that don't result in penalty points on your licence
- Further legal costs after a guilty verdict

If you stop defending the claim without our consent and the support of your solicitor, we can recover our legal costs from you and your cover under this section will end.

### Motoring database dispute

We'll pay legal costs up to £10,000 (including VAT) to represent you in a dispute with the police, government agency or insurer concerning incorrect information held about you or the insured car.

### Legal advice helpline

For confidential legal advice on any motor-related incidents, losses and injury, call 0345 850 9596 which is open 24/7.

The helpline will also provide your family and friends with advice in an initial phone call on any matter involving injury, not just road traffic accidents.

If you need advice about what's insured under your policy, the helpline will help you in submitting a claim.

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## So, what's not covered?

### In brief

#### Costs you're ordered to pay by a court

#### Incidents where you haven't made a claim on your policy

#### Costs incurred before receiving a notice of prosecution

#### Disputes between you and us

#### Payments made to any party pursuing your uninsured loss claim

#### Costs when there's no reasonable prospect of the claim succeeding

#### When costs for recovering uninsured losses are unjustified

### In detail

Expenses, damages, fines or other penalties you're asked to pay by a criminal court.

If you haven't made a claim for the damage because the cost of the repairs is less than your excess, you can only claim to cover legal support for a database or prosecution incident.

Any legal costs incurred before you were told by the Police or the Crown Prosecution Service that you may be prosecuted for a motoring offence.

Any costs that arise from a dispute between you and us.

Any payment made to any party pursuing your uninsured loss claim as a success fee under the terms of a conditional fee agreement (CFA) or a damages-based agreement (DBA).

Costs for a claim to recover your uninsured losses where there are no reasonable prospects of the claim succeeding or a better outcome being obtained.

Costs for a claim to recover your uninsured losses where we think the costs of continuing legal proceedings outweigh any advantage you might gain.

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## So, what's not covered?

### In brief

#### Motor database disputes

#### Other disputes

#### Challenging decisions or judgements made by insurers or others

#### Claims where you've held matters up or not co-operated

#### Any claims not notified to us

#### Claims under administrative law

#### Claims where we've rejected the claim on your policy

### In detail

Disputes where there are no reasonable prospects of changing information held about the insured car or your driving record.

Disputes relating to incorrect information being held about your credit history or other non-motoring-related information.

For motoring database disputes, this cover is limited to putting right inaccurately recorded information, not challenging decisions or judgements made by insurers or the police/government agencies.

Claims where you cause delay or don't give us reasonable help and where this delay or failure to help results in an increased liability for costs.

Claims that you don't tell us about in accordance with our claims procedure.

Applications for judicial review and other challenges to administrative actions.

Any claims under this section where we've rejected a claim under your policy and/or we cancel your insurance.

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## In brief

### Uninsured losses for caravans and trailers

## In detail

Any trailer or caravan that:

- Isn't a standard make
- Doesn't meet the requirements of the appropriate construction and use regulations
- Hasn't been built specially to be towed by car

---

### Additional conditions

- If legal representation is necessary, we'll appoint a lawyer to deal with your case
- Should you choose to appoint your own lawyer, they'll be given the opportunity to act on our standard terms of appointment (copy available on request)
- You mustn't start legal proceedings or start a legal appeal before we've agreed terms with your authorised representative
- You must keep us informed of the progress of the claim and tell your authorised representative to keep us updated with the claim's progress
- You must co-operate fully with the authorised representative and not do anything that might damage your claim
- You must tell us if your authorised representative doesn't wish to continue to act for you or if you withdraw instructions

The other policy terms and conditions, including the exclusions and conditions set out in sections 8 and 9 also apply.

Claims made under this optional extra will not affect your no claims discount.

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Hire car – if yours is written off or stolen

If you make a claim and we decide that your car's a total loss, or it's been stolen and not recovered, we'll arrange a hire car by the end of the next working day, for a period of up to 21 days.

You can extend this period at your own expense but at a discounted cost.

You have 14 days from the date we tell you we've decided your car's a total loss to take up the offer of a hire car. Once we've paid you for the total loss, your right to a hire car comes to an end.

You're only covered to drive the hire car in Great Britain and the Isle of Man. If you need to drive the car abroad, please refer to the conditions within this section.

If we're unable to arrange a hire car, we'll pay you up to £100 per day for a contribution towards alternative travel costs up to a maximum limit of £750 per claim.

What isn't covered?

| In brief                                                | In detail                                                                                                                                                      |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Costs incurred while running the hire car               | Any costs you incur during the period you have the hire car, such as fuel, parking charges, fines and fees relating to the extended hire car.                  |
| Claims not reported within 14 days for your insured car | Any claim that you don't tell us about within 14 days of you becoming aware of it.                                                                             |
| Rejected claims                                         | If, after investigation of a total loss or unrecovered theft claim, we decide to reject your claim, the hire car must be returned to our supplier immediately. |

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## Additional conditions

- If your car's suffered theft damage or been stolen and not recovered, you must provide us with the police crime reference number (CRN) before a hire car can be arranged
- When collecting the hire car from our supplier, all drivers will need to show their full current driving licence and any additional proof of identity that they're asked for
- You may be charged a refundable deposit when you collect the car from our supplier. The deposit will be paid back to you when you return the hire car to our supplier, subject to their terms and conditions.
- Our supplier will provide you with a copy of their terms and conditions that apply for the period you have the hire car. These will apply in addition to your policy terms and conditions, including the exclusions and conditions set out in sections 8 and 9
- For the period you have the hire car, it'll be insured under your policy but only to drive in Great Britain and the Isle of Man. If your policy is lapsed or has been cancelled during the period you have the hire car for, the hire car will no longer be insured, and you must return it to our supplier immediately
- If the hire period is extended by you, you must arrange separate insurance for the hire car unless we agree otherwise
- If you need to take your hire car abroad, you must get permission from the car hire company first, then tell us so we can check we're able to cover your trip and arrange to insure the hire car in full
- Any excess that applies to your policy will also apply to the hire car for any claims made during the period you have the car
- Any payments we make in relation to a claim for damage to the hire car will be made to our supplier
- You must return the hire car to the hire car company no later than 48 hours after the settlement payment is issued to you, or no later than on the 21st day of hire (whichever comes first unless previously agreed)

If you don't comply with these terms, your cover may be invalidated or cancelled, a claim may be refused, or a payment could be reduced. If you're unsure about any of these terms, please contact us.

The other policy terms and conditions, including the exclusions and conditions set out in sections 8 and 9 also apply.

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## 07 Where you're covered to drive

### Where your cover applies all year round

Your cover applies in the UK, the Isle of Man and the Channel Islands.

### Different cover applies in different countries

You also have the minimum cover you need by law to drive in any country within the Green Card Free Circulation Area. This applies as long as your car is registered in the UK and is not abroad for more than 90 days, in any single policy year.

Please be aware that you'll only have the minimum car insurance required by the countries in the Green Card Free Circulation Area, which is usually equivalent to third-party only cover. So you'll be insured for damage to other people's cars and property but not your own.

### What to do if you want to drive in the Green Card Free Circulation Area

If you're driving in any country within the Green Card Free Circulation Area, you'll still require proof (your certificate of motor insurance) that valid third-party insurance cover is in place. You'll also need your driving licence and vehicle log book.

### When we'll pay customs duty

If you have to pay customs duty on your car in any of the countries within the Green Card Free Circulation Area because of loss or damage and we decide not to repatriate your car, we'll pay these costs for you.

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08 Exclusions that relate to your policy

Exclusions

There are some exclusions that apply to your cover and mean we wouldn't pay your claim. So, please read the following.

In brief

Carrying explosives, liquified gases and other chemicals

..In more detail

Unless they're very small quantities to fuel the car or for medical or domestic use.

Contracts

We don't cover any claim that stems from a contract or agreement you have with someone else, unless we would've been liable anyway.

Cyber attack / event

- A cybersecurity change that may have an impact on the operation of your car's capabilities. This could include intentional deletion, corruption, unauthorised access to, or theft of data and/or the hacking or denial of services.
- Computer virus

Pollution

Unless it's caused by a sudden, identifiable, unexpected accident.

Pressure waves

This relates to loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

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## In brief

### Radioactivity

## In more detail

This relates to loss, damage, injury or death caused by:

- Ionising radiation
- Contamination from any nuclear fuel, waste or weapon
- The explosive, radioactive, toxic or other harmful properties of any nuclear equipment, installation or material

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### Repairs not carried out by a reputable repairer

You're not covered for loss or damage as a result of repairs or modifications unless they're carried out by an appropriately qualified person at a reputable garage. That person must have been authorised to carry out that work by the garage.

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### Riots

If your car is damaged by a riot outside the UK and the Channel Islands, we don't cover it. But we do still cover your legal liability to other people and their property.

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### System issue

We won't pay for malfunction or error in use of a system, computer or network.

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## In brief

### Unauthorised drivers

## In more detail

This is anyone who:

- Isn't named on your policy or
- Doesn't have a valid driving licence or
- Breaks the conditions of their driving licence

We reserve the right to recover all of the money paid to any third parties from the policyholder or driver.

---

### Unauthorised use

- Travel to or from any place of work or study, unless this is shown as permitted in the use sections of your certificate and schedule.
  - Any business use including but not limited to carrying goods or people for payment, courier, hire, food collection or delivery, mini cab or taxi but this list is not exhaustive
  - Any purpose in connection with the motor trade
  - Competitions, green laning, off-road, pacemaking, racing (formal or informal), rallies, speed testing, track days, trials or use on the Nürburgring
  - Any use of the car that doesn't follow the manufacturer's instructions for use
  - To secure the release of a car that's been seized by or on behalf of any government or public authority, other than the car's registration listed in the schedule
-

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## In brief

### Use on airfields

## In more detail

You won't be covered for 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

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### War and terrorism

If an act of war, terrorism or other act of hostility damages your car or causes death or injury to anyone, we don't cover it, unless we have to under the Road Traffic Act.

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09 Conditions that relate to your policy

Conditions

There are some conditions applying to your cover that must be met for us to pay any claim.

Please ensure that all the information you have supplied is accurate and up to date. If anything changes, tell us straight away via your **Account** or by contacting us via live chat. You can log in online at any time to do this.

If you don't, your policy may be invalidated or cancelled, a claim may be refused or a payment could be reduced. If you or anyone acting for you has deliberately or recklessly provided inaccurate information, this can result in immediate cancellation of your policy or voidance, meaning we will treat the policy as if it never existed.

In brief

**Make sure you don't provide inaccurate information**

in detail

If you or anyone acting for you has deliberately or recklessly provided inaccurate information, we can cancel your policy immediately. We may also keep any premium you've paid and cancel any other policy you have with us.

**Get the registration number right**

It's essential that the Motor Insurance Database (MID) holds your correct vehicle registration number. If it doesn't, you risk having your car seized by the police. It could also make your policy invalid.

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## Play your part...

### Report accidents and losses immediately

## ...Protect your cover

As soon as you become aware of an accident, theft, fire or anything else that results in death, injury 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.

### Secure your car and its contents

Take reasonable steps to protect and secure your car and contents from loss or damage.

### Don't drive your car while under the influence of drink or drugs

If someone driving your car is charged and convicted, there'll be no cover for your car or the driver, and we reserve the right to recover all of the money paid to any third parties from whoever was driving your car.

### Take care of your car

Keep it roadworthy, with a valid MOT if required by law, and ensure it's kept secure.

### Know the difference between car sharing and making a profit

You're covered for carrying passengers in return for payment which isn't making you a profit; for example, a contribution towards petrol. You're not covered if your car's adapted to carry more than 8 people.

### Pay your premium on time

Your cover will become invalid if you don't pay your premium. We'll contact you to ask for payment. If we don't hear from you, we'll give you a final date for payment. After that, if you still haven't paid, we'll cancel your policy.

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## Play your part...

### Co-operate with us

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### Keep your autonomous vehicle updated

## ...Protect your cover

You must co-operate with us and provide any information required to assist us with the recovery of our losses, whether your policy with us is in force or not. Rights of recovery against the supplier, manufacturer, service provider or distributor in such circumstances will automatically be transferred to us.

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- You must only use your car in the ways set out in the manufacturer's instructions for use. This includes their guidance on the use of any autonomous, semi-autonomous or driver assistance functions and the driving conditions in which they're used
  - You must maintain all vehicle systems
  - You must apply all software or system updates promptly and as instructed by your car's manufacturer
  - You, or anyone acting on your behalf, must not interfere or tamper with any vehicle system
-

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## Endorsements that may apply to your policy

These endorsements only apply if shown on your schedule. You must comply with them or we could reduce or reject any claim you make.

|                                                  |                                                                                                                                     |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>All cover suspended</b>                       | This is where we put your policy on hold when there is no car to insure.                                                            |
| <b>Cover suspended except for fire and theft</b> | This is a short-term situation available when you've notified the DVLA that your car is off the road (SORN).                        |
| <b>Missing tracker</b>                           | We won't cover you for loss or damage to your car or its contents unless it's fitted with an active, fully working tracking device. |

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## 10 Your no claims discount

Everybody loves a no claims discount (NCD); the reward for claims-free motoring.

Here you'll find out all you need to know about your NCD and how to transfer it easily from your previous insurer to a policy with us.

### What you need to do

For most policies, we can confirm your NCD using the NCD database. If we can't, we'll ask you to give us proof such as a renewal invitation or letter from your previous insurer. This must be dated within the last 2 years and must be from a private insurer (not a company car or fleet cover). This also acts as confirmation of the cancellation of your previous policy.

If we do ask, please send the proof to us within 28 days of the start date of your policy, otherwise we'll be forced to cancel it. For more details, check out section 12.

To find out where to send your proof of NCD, chat to us via live chat, which can be accessed via your Account.

### 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 a claim – known as 'non-recoverable' or 'fault claim' – your NCD entitlement will be reduced at renewal as explained in your schedule.

If you allow someone to drive your car when they're not insured to do so under your policy and they are involved in an incident that results in a fault claim, your NCD will be reduced.

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## These claims won't affect your NCD:

- ✓ Windscreen damage claims which fall under section 5
- ✓ Emergency medical treatment fees paid under section 3
- ✓ Claims where we've been able to recover all of 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
- ✓ Vandalism claims if the incident hasn't been caused by another vehicle, you've reported it to the police and given us a crime reference number (CRN)
- ✓ Claims where you've hit a wild or domestic animal or it's hit your car

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

Your NCD will increase by 1 year if you don't make a claim during the policy period, up to a maximum of 20 years.

### No claims discount protection

You may be able to add this:

- When you have 4 or more NCD years
- When you buy the policy
- When you receive the renewal invitation

If you'd like to buy NCD protection, go to [sheilaswheels.com/login](https://sheilaswheels.com/login) and choose '**Need help?**'.

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## 11 Want to change your cover?

We've agreed to issue your policy based on the information you provided, so please make sure your details are always up to date.

We wouldn't want to be in a position where we're forced to cancel your policy or treat your policy as if it never existed, refuse all claims and keep any premium you've paid.

The easiest way to amend your cover is via your **Account** and clicking '**make a change**' or you can contact us via live chat.

Things you need to tell us about include but are not limited to:

- ✓ Change of car
- ✓ Change of drivers
- ✓ Change of address and/or contact details
- ✓ You or any named driver:
  - Becoming aware of any medical or physical condition which may affect your ability to drive
  - Being banned from driving or convicted of any driving offence such as speeding
  - Is charged with, or convicted of, any offence including fraud, arson and dishonesty. We also need to be told of any prosecutions that are pending
  - Is no longer a permanent resident of the UK
- ✓ Any modifications, accessories or customisations to your car
- ✓ Change in how you use your car. For example from private to business

Once we receive notification from you of any change in your details, we may:

- Amend the terms and conditions of your policy
- Adjust your premium
- Refuse to offer policy renewal
- Cancel the policy if the change falls outside our acceptance criteria

We may amend the policy at your next renewal – or in some cases, straight away – but we'll always let you know.

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## 12 Cancelling or renewing your cover

### Renewing your cover

When we send your renewal quote, we'll tell you if your policy will renew automatically. We'll also tell you about any changes to your policy and set out our renewal terms and conditions. And we'll explain what you need to do to renew your cover. You can also go to your **Account** at any time throughout the period of insurance to turn auto renewal off.

If you want to change the way you pay your premiums, or you've decided not to renew your cover, please go to your **Account** at least 5 days before your policy is due to renew, or contact us via live chat. If you don't, we might have already applied to your bank for payment of your premium.

As paying by Direct Debit is a lending decision, a hard credit search will be performed at renewal and will remain on your credit report for 12 months. This allows us to report your monthly payment history to our credit reference agency and it'll appear as 'insurance' on your credit report. A hard credit search won't be applied if the policy is paid upfront in full.

### Cancelling your cover

Things change. We know that. However, please be aware that if you or we cancel your policy or any optional extras/lifestyle packs, you won't be covered for any accident or incident that occurs after the cancellation.

#### How to cancel

Get in touch with us by visiting **esure.com/login**, logging into your **Account** and clicking 'Need help?'.

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## Important points to consider before cancelling

- Your policy can only be cancelled from the date you contact us or any later date that you ask, unless you can provide us with proof that you sold the car on a certain date or the car's been written off or stolen
- When you cancel your policy, all cover provided by the optional extras will automatically be cancelled at the same time
- You must still pay the premium due, up to the date of cancellation and you'll be charged a fee by esure
- If you or we cancel your policy and any optional extras, you won't be covered for any accident or incident that occurs after cancellation
- If you cancel your Direct Debit this doesn't mean that you've cancelled your policy

## What it will cost when you cancel your policy

- You have 14 days from the date you receive your policy or the start date of your policy, whichever is the later, to cancel your policy. If you cancel within this 14-day period, you'll receive a refund of the premium paid less a fee payable to esure (unless this is after a renewal)
- If you cancel before the date your policy starts, you'll receive a full refund and no fee will be charged
- If you cancel your policy after 14 days have passed, we'll refund that part of your premium not yet used less a fee payable to esure, or charge you for any outstanding payment that may be due and the fee payable to esure
- You'll receive a refund of any optional extras purchased, minus a pro-rata charge for the time on cover, subject to there being no claims
- We won't refund your premium if a fault claim has been made against your policy within the current period of cover or the claim remains open. In this situation, we'll cancel your policy but your full annual premium will remain due, plus the fee payable to esure. If you pay by credit instalments, you must still pay the balance of the full annual premium and the fee payable to esure

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## Our right to cancel your policy

We have the right to cancel your policy at any time by giving you 7 days' notice in writing where there is a valid reason for doing so. We'll send our cancellation notice to the latest contact details we have for you and will set out the reason for cancellation. Valid reasons may include, but are not limited to:

- Where we've been unable to collect a payment (premium or Direct Debit instalment), we'll write to you requesting payment by a specific date. If we don't receive payment by this date, we'll write to you again to tell you that payment hasn't been received and giving you 7 days' notice of a final date for payment. We'll also tell you that if payment isn't received by this final date, your policy will be cancelled. If payment isn't received by that final date, we'll cancel your policy with immediate effect and tell you in writing that such cancellation has taken place. Your credit agreement may also be cancelled. We may also refer your details to a debt collection agency and your credit rating may be impacted
- Where you're required in accordance with the terms and conditions of this policy 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'll cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the 7-day cancellation notice period
- Where we don't receive evidence of your no claims discount (NCD) within 28 days from the start date of your policy. If we haven't received such evidence by the end of the 21-day period, we'll issue a cancellation letter and we'll cancel your policy if we don't receive evidence of your NCD by the end of the 7-day cancellation notice period
- Where there's a material failure by you to take care of your car as required by the paragraph headed 'Take care of your car' in section 9
- Where we identify serious grounds, such as the use of or threat of violence or aggressive or abusive behaviour, intimidation or bullying towards our staff, agents, suppliers or our property

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## Our right to cancel your policy (continued)

If we cancel your policy and you've made a claim or been involved in an incident, you'll still have to pay the full premium plus the fee charged by esure. If you haven't made a claim or been involved in an incident, you'll have to pay the premium for the period of cover you've used plus the fee charged by esure. In some cases, this will result in you receiving a refund of the part of your premium you haven't yet used less any 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'll automatically cancel any cover provided by the optional extras. The premium you paid for these optional extras will be refunded less a pro rata charge for the time you've been on cover, unless you've made a claim.

### Immediate cancellation

We also have the right to cancel your policy immediately where we have reasonable grounds to believe you or anyone acting for you has deliberately or recklessly provided inaccurate information or acted fraudulently. We may keep any premium you've paid. We may also cancel any other policy you have with us. Please see the paragraph headed 'Always provide accurate information' in section 9.

Remember, cancelling your Direct Debit doesn't mean you've cancelled your policy.

### What to think about before you cancel

You'll need to have other cover in place unless you've sold your car, declared it off-road or no longer have the car in your possession.

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## 13 If you want to complain

### Our complaints procedure

We always aim to get things right first time for our customers but we know that sometimes you might feel this hasn't happened. If that's the case, we want to hear about it, so we have an opportunity to put things right for you.

If you do have a complaint, please follow these steps.

#### Step One

Visit [sheilaswheels.com/login](https://sheilaswheels.com/login) and choose 'Need help?'. Type in 'Complaint' and you'll be connected to one of our specialists on live chat.

If it's about a claim, then you can call us on 0345 603 7970.

We'll make every effort to sort things out for you within 3 working days. Once we've resolved your complaint, we'll send you an email or letter (called a Summary Resolution Communication) just to confirm you're happy with what's been agreed. This will also tell you about the next steps in our complaints procedure and how the Financial Ombudsman Service can help, should you need to take it further.

#### Step Two

When we can't resolve a complaint quickly, or you're not happy with the initial resolution, our Customer Relations team can help. This is a dedicated team who act with the full authority of our Chief Executive, and they'll carry out an independent review for you.

We'll let you know who's managing your complaint and how long you can expect to wait for a decision. We'll write to you with our verdict (final decision letter) within 8 weeks from the date you first complained.

Email [CustomerRelationsExec@esure.com](mailto:CustomerRelationsExec@esure.com) Or write to Customer Relations Department, esure, The Equinox, 19 Cadogan Street, G2 6QQ.

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## Step Three

If you're still unhappy following Step One or Step Two, or you haven't received a final decision letter within 8 weeks, you can approach the Financial Ombudsman Service (FOS). This is an independent body that's been set up to resolve disputes between customers and financial companies, including insurers.

You have the right to refer your complaint to the FOS free of charge, but you must do so within 6 months of the date of the final decision letter. If you don't refer your complaint in time, the Ombudsman won't have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The FOS' website has a great deal of useful information:  
[financial-ombudsman.org.uk](http://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,  
Harbour Exchange Square, London, E14 9SR.

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# 14 Handy contact details

|                                                    |                  |
|----------------------------------------------------|------------------|
| Claims                                             | 0345 606 1373    |
| Claims (if calling from abroad)                    | +44 141 847 0044 |
| 24-hour legal advice helpline                      | 0345 850 9596    |
| 24-hour windscreen helpline                        | 0800 032 9082    |
| 24-hour accident recovery                          | 0800 032 9083    |
| 24-hour accident recovery (if calling from abroad) | +44 141 248 5491 |



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14 Handy contact details – for your optional extras

|                              |               |
|------------------------------|---------------|
| Motor Legal Protection       | 0345 606 1373 |
| 24 hour breakdown assistance | 0800 085 6840 |
| 24 hour car key cover        | 0800 032 9077 |
| Garage key cover             | 0800 085 7937 |
| 24 hour misfuelling cover    | 0800 032 9092 |



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## 15 Key words and terms

**Autonomous vehicle:** A car listed on the list of automated vehicles prepared and kept by the Secretary of State in accordance with the Automated and Electric Vehicles Act 2018.

**Certificate of insurance:** The document that proves you have taken out the insurance you must have by law.

**Courtesy car:** A car provided to you for the duration of your repairs, the cost of which will be settled by us as part of your claim. This will usually be a Class A car such as a Nissan Micra or Toyota Aygo.

**Credit search:** We conduct two types of search on your credit file. One's done when you get a quote and the other when you buy or renew a policy and pay by instalments. Insurance Quotation Searches (Soft Search) take place when you've got a quote from us for insurance, or if your policy's due to renew in the next 60 days. This will leave a search footprint, which is a record left by the Credit Reference Agency every time your credit report is searched. This will remain on your credit report for 12 months and will appear as Insurance Quotation. A hard credit search takes place when you buy or renew an insurance policy with us and pay by instalments, so we have to make a lending decision. This remains on your credit report for 12 months and will appear as Insurance. A hard credit search won't be performed if the policy is paid upfront in full.

**cyber event** – intentional deletion, corruption, unauthorized access to, or theft of data; or hacking or denial of service attack

**esure:** esure Services Limited.

**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.

**Family member:** You, your partner, child, parent, grandparent, grandchild or sibling who lives with you on a permanent basis at the same address.

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**Fault claim:** A claim made on your policy which we've paid on your behalf but haven't been able to recover the money we've paid out.

**Fee:** The amount charged by esure if you change or cancel your policy. Further details can be found in Your Agreement with esure Services Limited.

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

**Green Card Free Circulation Area:** An agreement that allows drivers from the UK to drive their car using their existing motor insurance within the following territories: Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland.

**Green laning:** Driving your vehicle on public roads which are unpaved or unsurfaced as part of a formal or informal event.

**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, Cazana 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.

**Modification:** Any alteration to the manufacturer's 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 appeal to thieves. However, if we're aware of the modifications and have agreed to cover these, this exclusion won't apply.

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**No claims discount (NCD):** A reduction in the premium charged for your motor insurance cover depending on your claims experience. Some insurers refer to NCD as a 'no claims bonus'.

**Non-fault claim:** Where we've been able to get all of our costs back from all third parties involved in an incident.

**Off-roading:** Using your vehicle off-road including driving cross country as part of a formal or informal event.

**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.

**Permanent total disablement:** Injury caused by a road traffic accident which prevents a person from working in any capacity for a continuous period of 12 months from the date of the accident with no expectation of improvement.

**Policy:** Your contract of insurance set out in your policy booklet, schedule, and certificate of insurance.

**Road Traffic Act:** Any laws that govern the use of motor vehicles in the UK and the Channel Islands.

**Schedule:** The document that's all about you, your vehicle and the cover we've agreed to provide. To view your schedule, go to your **Account**.

**Terms and conditions:** All conditions, endorsements, exclusions, limitations and restrictions which apply to your policy.

**Trailer:** Any standard make of trailer or caravan that's been specially built to be towed by a car.

**Vehicle system:** A camera, component, computer, connective equipment, data storage device, driver assist function, safety feature, sensor, vehicle feature or system including any driver assistance system.

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**We, Us:** esure Insurance Limited, any authorised insurer and esure Services Limited acting on behalf of us or them.

**You:** The person named as the policyholder in your certificate of insurance.

**Your car:** Any vehicle insured under your policy and described in paragraph 1 of your certificate of insurance, 'description of vehicle'.

### Misfuelling Cover key words and terms

**Misfuelling:** Accidental filling of your car's fuel tank with the wrong fuel for the type of engine.

**Appropriate solution:** The course of action assessed by RAC Motoring Services as the most appropriate and cost-effective.

**Reimbursement:** Repayment for an amount that you've had to pay, up to the policy limits.

### Key Cover key words and terms

**Car key:** The manufacturer's mechanical or electronic device(s) used to open and start, immobilise and lock your car.

**Garage key:** The manufacturer's mechanical or electronic device used to open your garage vehicle entrance door.

**Home:** The address you've given us as your home address or the place where your car's normally kept if this is different.

### Enhanced Personal Accident Cover key words and terms

**Accident:** A sudden and unexpected event involving a motor vehicle, which occurs during the period of cover and results in bodily injury.

**Bodily injury/Injury:** Any injury as a result of, sustained during or that caused a road traffic accident, which within 52 weeks from the date of the accident, results in the insured person's death, loss of limb(s), loss of sight, loss of hearing in one or both ears, loss of speech or a physical injury sustained during a road traffic accident as described within tables in the Enhanced Personal Accident Cover section.

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**Loss of hearing:** Total, permanent and irrecoverable loss of hearing.

**Loss of speech:** Total, permanent and irrecoverable loss of speech.

**Loss of limb or limbs:** The loss of a limb or limbs by physical separation at or above the wrist or ankle, or the permanent and complete loss of use of a limb or limbs.

**Loss of sight:** Total, permanent and irrecoverable loss of sight which shall be considered as having occurred

- in both eyes if the insured person is registered as blind on the authority of a fully qualified ophthalmic specialist, or
- In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale, as judged by a fully qualified ophthalmic specialist.

**Medical expenses:** The costs the policyholder or named driver(s) has to pay as a result of an injury or bodily injury sustained during an accident.

**Medical practitioner:** A person qualified to practice medicine. This includes GP's, consultant surgeons, dental surgeons and specialists.

**Operation:** A surgical procedure or other invasive surgical intervention which is required as a result of a fault accident claim.

**Permanent total disablement:** Injury caused by a road traffic accident which prevents a person from working in any capacity for a continuous period of 12 months from the date of the accident with no expectation of improvement.

**Reimbursement:** Repayment for an amount that you've had to pay, up to the policy limits.

**Third degree burns:** A burn injury from a road traffic accident that results in the destruction of the skin and underlying tissue.

**Treatment:** Surgical or medical services including diagnostic tests that are required to diagnose, relieve or cure an injury or bodily injury caused by a road traffic accident.

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## Motor legal protection key words and terms

**Authorised representative:** A person appointed to represent you who'll be suitably competent to carry out the work and who may be a member of our staff, a barrister, a solicitor or a firm of solicitors or someone working in a firm of solicitors.

**Insured car:** The vehicle insured under your car policy and detailed on your certificate of insurance.

**Lawyer:** Practicing solicitor or barrister regulated by the Solicitors Regulation Authority or Bar Standards Board in England and Wales, solicitors or advocates regulated by the Law Society of Scotland or the Faculty of Advocates in Scotland, or equivalent in non UK Territorial Limits.

### Legal costs:

#### a) Costs relating to recovery of uninsured losses

- The fees and expenses (including all VAT) reasonably and proportionately charged by the authorised representative on a standard basis in connection with your legal proceedings, as allowed at the time by the Civil Procedure Rules which can't be recovered from another party.
- The defence costs of the other party which you're ordered to pay
- Any other costs to which we agree

#### b) Costs relating to defence of motoring prosecution

- The fees and expenses (including all VAT) reasonably charged to defend a relevant motor prosecution and/or present argument to mitigate a penalty imposed by a Magistrates Court or Crown Court.
- Reasonable costs are those that the ordinary privately paying individual would consider paying in defence of prosecution

#### c) Costs relating to motoring database disputes.

- The fees and expenses (including all VAT) reasonably charged to represent you in a dispute about information held on motoring databases about the insured car or your driving record which adversely affects you.

d) The fees and expenses (including all VAT) reasonably and proportionately charged by and agreed with the authorised representative in connection with a claim failing with the small claims track.

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**Legal proceedings:** Any civil, criminal, tribunal or arbitration proceedings or an inquiry or appeals from them.

**Proportionality:** The process of us assessing whether the costs to pursue your claim for recovery of your uninsured losses are proportionate to the likely benefit it will bring. Issues we will consider when assessing will include, but are not limited to:

- The amount of money involved
- The importance of the case
- The complexity of the issue
- The financial position of the parties and
- The damages you're expected to receive

**Reasonable prospects:** The process of us, or your authorised representative, assessing whether it is more likely than not that incurring a legal cost will result in a successful or more advantageous outcome.

**Uninsured losses:** Losses that you're not able to recover under your car insurance policy, where the loss is partly or wholly the fault of a third party. This includes, but is not restricted to, personal injury, policy excesses, loss of earnings, vehicle recovery charges, travel expenses, caravans and trailers and the cost of repairing damage to your attached towable trailer.

## Hire car key words and terms

**Hire car:** A similar type or sized vehicle to your car provided by a car hire company. If your insured vehicle is an electric vehicle this is subject to availability.