esure FLEX

Your esure Flex policy booklet



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01 Welcome

Thanks so much for choosing us for your car insurance. We'll be looking after you and your car 24/7.

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

The esure app is the quick and easy way to check and manage your policy. You can download the esure app through your device's app store. Alternatively, you can manage your policy via your **Account** by visiting **esure.com/login** and following the link to log in.

If you need to speak to us, you can ask our chatbot a question. It's available 24/7 or live chat, which is available during our customer service opening hours, with one of our specialists. **Get started here.**

- Live chat is available Monday-Friday 8:30am-6pm, Saturday 8:30am-4pm, and Sunday closed. Bank holiday hours may apply so please check on our website

- Claims phone lines are open Monday-Friday 8am-8pm, Saturday 9am-5pm

- If the accident has happened outside of our opening hours please call 0345 606 1373

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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 085 8533

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

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Privacy notice

Information about how your personal data is used can be found at **esure.com/privacy**.

About esure Services Limited

esure Services Limited acts on your behalf to arrange and administer your policy and the optional extras/lifestyle packs as set out in Your Agreement with esure Services Limited. To make things simple, you only need to contact esure Services Limited, in relation to your policy.

Your policy

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

Your policy has been arranged for you by esure. They are alsoresponsible for administering your policy. They do this under a separatecontract with you called Your Agreement with esure Services Limited.Their fees and charges are set out in that document.

In exchange for your premium, Underwriters will provide the covershown in your policy. 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 fulldetails of your policy to include the cover, exclusions, terms andconditions. Please keep them safely together.

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Your obligations

Your policy is based on the information you provided when you appliedfor your policy. You must make sure that all the information you haveprovided is true and correct at all times. You must also pay the premiumand keep to the terms and conditions.

It's really important that you read and understand the policy you havebought. If you have any questions, any details are incorrect or if youwant to change anything, please get in touch using chatbot or live chatwhich can be accessed through your **Account**. Also, to ensure that youalways have cover, please tell us immediately when anything changesor is incorrect otherwise your policy may not be valid.

Authorisation

We are authorised by the Prudential Regulation Authority and regulatedby the Financial Conduct Authority and Prudential Regulation Authority.Firm Registration Number 203350. Cover under optional extras/lifestyle packs may be provided by other underwriters the details of which willbe shown in the relevant policy booklet. All Underwriters are authorisedby the Prudential Regulation Authority and regulated by the FinancialConduct Authority.

You can check details of authorised companies on the Financial Services Register by visiting the website **fca.org.uk/firms/systems-reporting/register**.

Governing Law

This insurance is governed by English law and all communication shallbe conducted in English. The courts of England and Wales will havesole 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.

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Compensation arrangements

We are 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**.

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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

What's...	...required
Tell us about any other vehicles involved	Vehicle registration number, make, model – get it all down.
Tell us about any other drivers	What's their name, where do they live, what's their phone number?
Don't forget their insurance details	You'll need to swap yours with any other drivers.
Tell us about any passengers including third-party passengers	Have they been injured? Try to obtain their name(s) and contact details.
Was anyone else hurt?	Make notes of their injuries, as best as you can.
Were there any witnesses?	Grab their details too, if possible.
Got your phone handy?	If it's safe to do so, take photos or videos.
Did the emergency services attend the scene?	Give us 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 **esure.com/login**, logging in to your **Account** and click '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 as quickly, fairly and seamlessly as possible. You must share with us all the information we ask for to help us settle your claim. This includes things like:

- **Proof of ownership** - 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

Here are a few examples but this list is not exhaustive:

- 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 we wouldn't pay for damage to your car or personal accident damage to the driver.

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 misrepresents the facts when making a claim, we might not settle the claim.

In these situations, we might also:

❌ Cancel the policy and any other policies underwritten by us 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

You will be covered for everything you are legally responsible to pay due to an accident involving your vehicle causing:

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

You will also get the cover described in this section while your vehicle is 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 when you're driving other cars

Where your certificate of insurance says so, we'll also cover your legal liability when you drive any other car. This is restricted to third party only cover, provided:

- It's not owned by you, or hired or leased to you under a hire purchase or leasing arrangement
- The car is road legal
- It's not designed to carry more than 8 people and weighs less than 3.5 tonnes gross vehicle weight
- There's no other insurance in place that gives you the same cover
- The owner has insured the car and given you permission to drive it
- You're driving the car in the UK, the Isle of Man or the Channel Islands
- You still have your car, and it hasn't been sold, declared SORN, written off or damaged beyond cost-effective repair

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Cover for others in your car

We will 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.

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 that this injury is the sole cause of:

- Death
- Permanent loss of sight in one or both eyes, or
- Loss of one or more limbs

We'll pay the injured person or their legal representatives the amount shown in your schedule.

Your schedule tells you the maximum amount we'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.

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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 have 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, or dangerous driving or in a magistrates' court proceedings involving 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 have had reason to reject a claim for damage to your vehicle, we may still need to settle the third-party claim. In these circumstances we can recover any of these costs from you directly.

So, what's not covered?

- ✗ Injury or death resulting from suicide or attempted suicide

- ✗ Anyone who was driving while unfit to drive through drink or drugs or while their alcohol blood level proportion was over the legal limit at the time of the accident, or who is charged with failure to supply a specimen when requested by the police or other official body

- ✗ Any person already insured with us and claiming personal accident from another policy held with us

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Other situations where you aren't covered

In brief	In more detail
When you're driving a hired car	If you've rented a car and you're required to take out insurance through the hire company.
When your driving licence isn't valid or you're breaking the conditions of your licence	For example, driving a manual when you only have an 'automatic' licence.
Deliberate or criminal acts by you or a named driver that cause loss, damage, injury or death	This includes deliberate damage, road rage incidents, and avoiding lawful arrest.
When there's other insurance that covers the same liability	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.
Releasing a car that's been lawfully seized	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)
- ✓ Damage to your car if being towed and involved in an accident – even if you're not travelling with it.
- ✓ In-car equipment - permanently fitted gadgets like a sound system, TV, DVD player, games console, sat nav, and dash cam. We pay for the replacement amount if they were fitted from new by the manufacturer.
- ✓ 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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So, what's not covered?

In brief	In more detail
Deliberate accidents	If you or a named driver deliberately stage an accident that involves your car, or arrange for someone else to.
Deception or Fraud	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
Deliberate damage	By you, a named driver on your policy or by someone else but arranged by you.
Depreciation	We won't compensate you for any decrease in the value of your car following a repair covered by your policy.
Excesses	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.
Electrical equipment	Any electrical equipment that's not permanently fitted.
Repair or replacement that improves your cars condition	Any part of a repair or replacement that has improved your car's condition compared to its condition before the loss or damage.
Legal removal	If any government, public or local authority takes, keeps or destroys your car – for instance, you're towed away for parking illegally.

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In brief	In more detail
Loss or damage if your car wasn't properly secured	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 it's a condition of your policy.
Loss or damage caused by an unreported theft or attempted theft	You'll need to support your claim with a crime reference number (CRN), so you must report the theft or attempted theft to the police.
Mechanical, electrical or computer failures	Including breakdowns, defects, user errors and the effect of cyber attacks/events.
Misfuelling	The cost of draining fuel from your car if you put in the wrong type.
SORN damage	Damage other than fire that happens when your car's declared off the road under a Statutory Off Road Notification (SORN).
Towing	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.
Tyre damage	Resulting from braking, kerbing, punctures, cuts, or bursts.
Use without permission	If a family member, or someone living with you, uses your car without your permission, unless they're a named driver.
Wall Chargers/Charging Points	Any damage to, or loss of, a home electric vehicle charging point.
Wear and tear	The deterioration you'd expect from using your car day to day.

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In brief	In more detail
If your vehicle is used to commit or assist a crime or is used outside of purposes permitted by the law	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
Blue light cover, emergency response	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

- ✓ A courtesy car is provided while your car is being repaired by our recommended repairer as part of a valid claim, as long as you have a comprehensive policy which remains in force for the duration of repairs. We aim to provide a courtesy car to you within 2 working days from when your car goes in for repair. If your car's electric and we're unable to provide an electric courtesy car, we'll pay £50 to cover the additional cost of fuel.
- ✓ Policy terms and conditions apply whilst using the courtesy car
- ✓ You will 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
- ✗ A courtesy car is not available under this section if your car has been stolen and not found, or considered to be a total loss
- ✗ If we decide that your car is a total loss after providing the courtesy car, it will be withdrawn
- ✗ It's not available for windscreen-only claims
- ✗ A courtesy car is not available 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 will not provide 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 transport you and any passengers 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 is 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 preexisting 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

Making a claim as soon as you spot a chip means 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 call our service provider on **0800 085 8459**

What you're covered for

If your windscreen is chipped, cracked or smashed, we'll fix or replace it. Claiming for a windscreen also doesn't affect your no claims discount. Make your claim as soon as you spot a chip, though, because it could quickly turn into a more expensive job.

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.

So, what's not covered?

In brief	In detail
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. You'll find your excesses for any windscreen repair and replacement in your schedule.
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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In brief	In detail
Hood or roof structures	We won't pay to replace the hood or roof structure of your convertible or cabriolet car.
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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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**.

It's important to point out that we don't offer any advice or recommendations as to whether any specific product and optional extras meet your specific insurance requirements.

Breakdown

If you've chosen to buy our breakdown cover. Details of what this covers you for can be found in your separate breakdown booklet.

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Motor Legal Protection

If you have 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 603 7872.

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

What's covered

The maximum we will 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, you can ask our lawyers to provide a second opinion.

Uninsured loss recovery

When you make a claim to recover your uninsured losses, we will assess the legal merits of the claim based on the facts presented to us and whether you have reasonable prospects for success.

We will also consider whether, applying proportionality, it is reasonable that your costs be paid under this section.

If legal assistance is necessary, we will appoint an authorised representative to deal with your claim before the commencement of any enquiry or proceedings.

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We will 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 nonfault road traffic accident, or
- You are a pedestrian that has been involved in a non-fault road traffic accident which has resulted in your death or injury.

We will 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 cannot be identified).

Motor prosecution defence

We will 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 do not result in penalty points on your licence
- Further legal costs after a guilty verdict

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

Motoring database dispute

We will 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.

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Legal advice helpline

The helpline is available 24/7 on 0345 850 9596 to provide you with confidential legal advice on any motor-related incidents, losses, and injury.

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

If you require advice about what is insured under your policy, the helpline will assist you in submitting a claim.

So, what's not covered?

In brief	In detail
Costs you are ordered to pay by a court	Expenses, damages, fines, or other penalties you are asked to pay by a criminal court.
Incidents where you haven't made a claim on your policy	You haven't made a claim under your policy for the damage unless the cost of the repairs is less than your excess. Unless you are requesting legal support for a database or prosecution incident.
Costs incurred before receiving a notice of prosecution	Any legal costs incurred prior to you being notified by the Police or the Crown Prosecution Service that you may be prosecuted for a motoring offence.
Disputes between you and us	Any costs that arise from a dispute between you and us.
Payments made to any party pursuing your uninsured loss claim	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 when there's no reasonable prospect of the claim succeeding	Costs for a claim to recover your uninsured losses where there are no reasonable prospects of the claim succeeding or a more advantageous outcome being obtained.

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So, what's not covered?

In brief	In detail
When costs for recovering uninsured losses are unjustified	Costs for a claim to recover your uninsured losses where we are no longer satisfied that the overall advantage expected from you, taking or being a party to or continuing legal proceedings justifies the likely costs.
Motor database disputes	Disputes where there are no reasonable prospects of changing information held about the insured car or your driving record.
Other disputes	Disputes relating to incorrect information being held about your credit history or other non-motoring related information.
Challenging decisions or judgements made by insurers or others	For motoring database disputes, this cover is limited to rectifying inaccurately recorded information and not challenging decisions or judgements made by insurers or the police/government agencies.
Claims where you've held matters up or not co-operated	Claims where you cause delay or do not give reasonable assistance to us and where this delay or failure to assist results in an increased liability for costs.
Any claims not notified to us	Claims which are not notified to us in accordance with our claims procedure.
Claims under administrative law	Applications for judicial review and other challenges to administrative actions.
Claims where we have rejected the claim on your policy	Any claims under this section where we have rejected a claim under your policy and/or we cancel your insurance.
Uninsured losses for caravans and trailers when used for a different purpose	Any trailer or caravan that isn't a standard make and which doesn't meet the requirements of the appropriate construction and use regulations and hasn't been built specially to be towed by car.

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Additional conditions

- If legal representation is necessary, we will appoint a lawyer to deal with your case
- Should you choose to appoint your own lawyer, they will be given the opportunity to act on our standard terms of appointment (copy available on request)
- You must not start legal proceedings or start a legal appeal before we have agreed terms with your authorised representative
- You must keep us informed of the progress of the claim and authorise your authorised representative to do so
- You must co-operate fully with the authorised representative and not do anything which might damage your claim
- You must tell us if your authorised representative does not 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.

Hire car - if yours is written off or stolen

If you make a claim and we decide that your car is a total loss or it's been stolen and not recovered, we will provide 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 to take up the offer of the hire car following our decision that your car is a total loss. Upon payment of the total loss, your right to a hire car comes to an end.

You are 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.

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

So, what's not 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 not reported to us 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.

Additional conditions

- If your car has 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 provided.
- When collecting the hire car from our supplier, all drivers will need to produce their full current driving licence and any additional proof of identity that may be required
- You may be charged a refundable deposit when you collect the car from our supplier. The deposit will be refunded 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. Their terms and conditions will apply in addition to your policy terms and conditions, including the exclusions and conditions set out in sections 8 and 9

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- For the period you have the hire car, it will be insured under your policy but only to drive in Great Britan 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 are able to cover your trip and arrange to insure the hire car in full
- Any excess applicable 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.

Driving your vehicle abroad - what you're covered for

Your policy offers similar cover to what you have in the UK for up to 90 days during each policy year when driving abroad.

This applies in any country within the Green Card Free Circulation Area. See Key words and terms in your policy booklet for further details.

If you have a **comprehensive policy**, and you need to claim following an accident or theft of your car abroad, we'll do one of the following:

- If your car's repairable but not driveable following the accident or attempted theft, we'll decide if it's cost-effective to bring it back for repairs in the UK
- If your car can't be repaired, it's not cost effective to bring back to the UK, or it's not recovered following a theft, we'll pay you the value of your car, less any excesses. We may make other deductions if any of the information you provided is incorrect. We'll also arrange for the disposal of your car
- If your car's legally driveable, you'll need to bring it back to the UK and then speak to us to arrange repairs

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

If you have a **third party fire and theft policy**, we'll use one of the methods above if your car's stolen or damaged following a theft or attempted theft. As with your cover in the UK, you'll be insured for damage to other people's vehicles and property but not your own.

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Your policy also covers

- Additional drivers named on your policy who are involved in an incident aboard
- Taking you and any passengers to a safe place in the event of a claim occurring
- Paying customs duty on your car in any of the countries within the Green Card Free Circulation Area, which is incurred due to damage and us deciding not to bring it back to the UK

So, what's not covered?

- There's no cover for driving your car outside of the Green Card Free Circulation Area
- Cover doesn't extend to driving vehicles other than the insured car
- A courtesy or hire car isn't available if you suffer an accident or loss when driving outside the UK
- We won't cover ongoing travel, hotel costs or bringing you or your passengers back to the UK

What happens if you're abroad for more than the 90 day limit?

- There's no need to inform us. However, after the 90 days the cover will reduce to the minimum cover you need by law to drive in any country within the Green Card Free Circulation Area. This is usually equivalent to third-party only cover.
- This means you'll be insured for damage to other people's vehicles and property but not your own. This applies as long as your car's registered in the UK.

What documents do you need 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 need to carry:

- All documents and road safety equipment required to abide by the relevant laws in the countries you visit
- Your certificate of motor insurance as proof that you have valid insurance cover in place
- Your driving licence
- Vehicle log book

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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 exclusions carefully.

In brief	In more detail
Carrying explosives, liquified gases and other chemicals	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	We won't pay for loss, damage or disruption to your car, or any liability caused by a: • A cybersecurity change that may have an impact on the operation of your vehicle's capabilities. This could include intentional deletion, corruption, unauthorized 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.
Radioactivity	This relates to loss, damage, injury or death caused by: • ionising radiation; or • contamination from any nuclear fuel, waste or weapon; or • the explosive, radioactive, toxic or other harmful properties of any nuclear equipment, installation or material.

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In brief	In more detail
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.
Riots	If your car is damaged by a riot outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, we don't cover it. But we do still cover your legal liability to other people and their property.
Unauthorised drivers	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
Unauthorised use	• Travel to or from any place of work o study unless this is shown as permitted in the use sections of your certificate and schedule. • Any business use including 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 follov 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 whose registration is listed in the schedule

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In brief	In more detail
Use on airfields	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
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.
System issue	We won't pay for malfunction or error in use of a system, computer or network.

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09 Conditions that relate to your policy

Conditions

There are some conditions that apply to your cover which means we wouldn't pay your claim if they're not met. So, please read the conditions carefully.

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.

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.

Do the right thing...	...and prevent any upset
Make sure you don't provide inaccurate information	This can result in immediate cancellation of your policy where you or anyone acting for you has deliberately or recklessly provided inaccurate information. We may keep any premium you have paid. We may also cancel any other policy you have with us.
Get the registration number right. It's vital that the Motor Insurance Database (MID) holds your correct vehicle registration number	If not, you risk having your car seized by the police. It could also affect the validity of your policy with us.

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Do the right thing...	...and prevent any upset
Report accidents and losses immediately	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.
Securing your car	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 the driver 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 behind the wheel of your car.
Taking care of your car	Keep it roadworthy with a valid MOT if required by law and ensuring it's kept secure.
Note the difference between car sharing and making a profit	You're covered for carrying passengers in return for payment – for example, a contribution towards petrol – but not for profit. Also, you're not covered if your car is adapted to carry more than 8 people.
Be sure to pay your premium	Your cover will become invalid if you don't pay your premium. We'll contact you to ask for payment. If we do not 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.
Co-operate with us	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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Do the right thing...	...and prevent any upset
Keep your autonomous vehicle updated	• 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, semiautonomous 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

Endorsements which may apply to your policy

These endorsements only apply if shown on your schedule. Failure to comply with these could result in your claim being reduced or rejected.

All cover suspended	This is where we put your policy on hold when there is no car to insure.
Cover suspended except for fire and theft	This is a short-term situation available when you've notified the DVLA that your car is off the road (SORN).
Missing tracker	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 regarding your entitlement to one 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 verify NCD entitlement using the NCD database. If we can't, we'll be in touch to ask you to provide us with proof in the form of a renewal invitation or letter from your previous insurer. The no claims discount 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 your policy. For more details, check out section 12.

To find out where to send your proof of no claims discount, 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 has not been caused by another vehicle, has been reported to the police and a crime reference number (CRN) can be provided
- ✓ Claims where you've hit a wild or domestic animal or they have hit your car

What happens if you don't make a claim?

Your NCD will increase by 1 year, up to a maximum of 20 years.

No claims discount protection

- If you purchased NCD protection when you took out or renewed your policy, your NCD won't be reduced during the policy period, no matter how many claims you make. If purchased, this will be shown on your schedule
- By adding NCD protection to your policy, your premium may still increase at renewal whether or not you have made a claim, as NCD protection safeguards your number of years NCD, not the price of your premium
- If you make changes to your policy during the year which results in you no longer being eligible for NCD protection, we may remove it
- If you make changes to your policy which result in a change to your premium, the cost of your NCD protection may also change
- If you have added NCD protection to your policy and you make a fault claim your no claims discount years will remain the same at the next renewal. It will not increase
- At renewal, depending on the number of claims or incidents recorded on your policy, we may no longer be able to offer you NCD protection

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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.

And so, the easiest way to keep us informed is via live chat which can be accessed through your **Account**.

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:
  - Becomes aware of any medical or physical condition which may affect their ability to drive
  - Is 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

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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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Renewing your cover

When we send your renewal quote, we'll indicate 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, of course, 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 remove the auto renewal option.

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 transferred possession of the car on a certain date or the car has been written off or stolen
- When you cancel your policy, all cover provided by the optional extras/lifestyle packs will automatically be cancelled at the same time
- You must still pay any of the appropriate premium due. You will also be charged a fee by esure
- If you or we cancel your policy and any optional extras/lifestyle packs, you won't be covered for any accident or incident that occurs after cancellation
- As all optional extras and lifestyle packs are linked to your policy, cancellation of any optional extras or lifestyle packs will result in cancellation of your esure Flex policy
- If you cancel your Direct Debit this doesn't mean that you have cancelled your policy

What it will cost when you cancel your policy

- You have 14 days from the date you take out 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 will receive a refund of the premium paid less a fee payable to esure
- If you cancel before the date your policy starts, you will receive a full refund and no fee will be charged
- After 14 days you may cancel your policy. We will 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 will receive a refund of any lifestyle packs/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 will 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 will 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 have been unable to collect a payment (premium or credit instalment), we will write to you requesting payment by a specific date. If we do not receive payment by this date, we will write to you again notifying you that payment has not been received and giving you 7 days' notice of a final date for payment. We will also tell you that if payment is not received by this final date, your policy will be cancelled. If payment is not received by that final date, we will cancel your policy with immediate effect and notify 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 are 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 will 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 do not receive evidence of your no claim discount within 21 days from the start date of your policy. If we have not received such evidence by the end of the 21-day period, we will issue a cancellation letter and we will cancel your policy if we do not receive evidence of your no claim discount by the end of the 7-day cancellation notice period;
- Where there is a material failure by you to take care of your car as required by the paragraph headed 'Taking care of your car' in section 9

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Our right to cancel your policy (continued)

- 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

If we cancel your policy, and you have made a claim or been involved in an incident, you will still have to pay the full premium plus the fee esure charges. If you have not made a claim or been involved in an incident, you will have to pay the premium for the period of cover you have used plus the fee esure charges. In some cases, this will result in you receiving a refund of the part of your premium you have not 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 will automatically cancel any cover provided by the optional extras and lifestyle packs. The premium you paid for these optional extras and lifestyle packs will be refunded less a pro rata charge for the time you have been on cover unless you have 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 have paid. We may also cancel any other policy you have with us. Please see section 9.

Remember, cancelling your Direct Debit does not 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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Our complaints procedure

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

If you do need to complain follow the steps below and we'll do our best to try and resolve things at the earliest possible stage:

Step One

To get in touch with us, visit **esure.com/login** and clicking 'Need help?'. If you'd then like to chat with one of our agents, simply type in 'Complaint' and you'll be connected to our live chat service.

If it's about a claim, then you can call us on 0345 601 6736.

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

Step Two

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

We'll contact you to tell you who will own your complaint and how long you can expect to wait for a decision. We'll write to you with our view within 8 weeks from the date you first complained – this is known as a 'final decision' letter.

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Our complaints procedure (continued)

The email address is esureflex.customerrelations@esure.com or you can write to Customer Relations Department, esure, The Equinox, 19 Cadogan Street, G2 6QQ

Step Three

If you're still unhappy following step one or step two, or on the rare occasion a final decision letter hasn't been sent to you within 8 weeks, you can approach the Financial Ombudsman Service. They're an independent body who have been set up to resolve disputes between customers and financial companies, including insurers.

You have the right to refer your complaint to the Financial Ombudsman Service, 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.

Their website has a great deal of useful information:
financial-ombudsman.org.uk

You can contact them on:
Tel: 0300 1239 123 or 0800 0234 567
Email: **complaint.info@financial-ombudsman.org.uk**
Address: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

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Claims	0345 606 1373
Claims (if calling from abroad)	+44 141 221 9087
24 hour legal advice helpline	0345 850 9596
24 hour windscreen helpline	0800 085 8459
24 hour accident recovery	0800 085 8533
24 hour accident recovery (if calling from abroad)	+44 141 243 2897



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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 searches on your credit file. One of these is done at quote stage and the other is done when you purchase or renew a policy and pay by instalments. Insurance Quotation Searches (Soft Search) occur when you have got a quote from us for insurance, or if your policy is 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 on your credit report. A hard credit search occurs when you purchase or renew an insurance policy with us and pay by instalments. This search is done when we have to make a lending decision. This remains on your credit report for 12 months. It will appear as Insurance on your credit report. A hard credit search won't be applied 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.

Fault claim: A claim made under your policy which we have paid on your behalf and where we have been unable to recover all or part of any payments from another party.

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Fee: The amount charged 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 are aware of the modifications and have agreed to cover these, this exclusion will not apply.

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 have been able to make a full recovery from all third parties involved in an incident.

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Off-road: 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 which govern the use of motor vehicles in Great Britain, Northern Ireland, the Channel Islands and Isle of Man.

Schedule: The document which is all about you, your vehicle and the cover we have 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.

We, Us, Underwriters: 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'.

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Long distance traveller pack key words and terms

Personal belongings: Baggage, wallets, purses, handbags, clothing and personal effects excluding keys, sports equipment, electronic items, musical instruments, jewellery and bicycles. This does not include money or any cash equivalents.

Foreign traveller pack key words and terms

Green Card Free Circulation Area: 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.

Safety net pack 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: Any injury as a result of a road traffic accident, which within 52 weeks from the date of the accident and independently of any other cause, 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

Car key: The manufacturer's mechanical or electronic device(s) used to access and start your car and that can immobilise and lock your car.

Garage key: The manufacturer's mechanical or electronic device used to access your garage through the vehicle entrance door.

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

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Injury: A physical injury sustained during a road traffic accident.

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 sigh 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 determined by a fully qualified ophthalmic specialist.

Medical expenses: The costs incurred by the policyholder or named driver(s) 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.

Reimburse: Where a payment has to be made to you, this will re-pay you up to the policy limits.

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

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

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Authorised representative: A person appointed to represent you who will 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.

Indemnity limit:

- The maximum amount we will pay towards the costs incurred to recover uninsured losses for any one road traffic accident is £100,000 per person covered under the policy (including VAT)
- The most we will pay for any one defence of motoring prosecution incident is £100,000 (including VAT)
- The most we will pay for motoring database disputes is £10,000 (including VAT)

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 are 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

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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.

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 issues
- 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 which you are 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.