

POLICY DOCUMENTS



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www.ecarinsurance.co.uk



Introduction to eCar Insurance

eCar Insurance offer market leading cover at a competitive premium and our website allows you revolutionary flexibility and control over your policy.

By logging onto www.ecarinsurance.co.uk you can view your policy details and carry out any changes you may wish to make to your policy. You will need to enter your policy number and email address to access your policy record. You can find your policy number on your policy documents.

eCar Insurance is a trading name of Southern Rock Insurance Company Limited, a member of the Association of British Insurers (ABI).

We are pleased you have arranged your single day car insurance through eCar Insurance.

A handwritten signature in blue ink, appearing to read 'Arron Banks', is positioned above the printed name and title.

Arron Banks
Chief Executive
Southern Rock Insurance Company Ltd.



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This policy document forms part of your legal contract with us and explains exactly what you are covered for. Your schedule shows the level of cover you have. If you decide that you do not want to accept this policy, you must return the certificate of motor insurance immediately.

Due to the short period nature of this contract, there will be no refund of premium.

Cancellation Rights

There are no statutory cancellation rights under this policy, as all cover will have ended within a period of less than one month from the date of commencement. Please refer to the General Conditions of this booklet for your contractual cancellation rights.

What to do in the event of a claim

Notification

To make a claim, or to report an incident which may result in a claim, call our 24 hour Claims Helpline on [0845 219 0614](tel:08452190614) as soon as possible. Lines are open 365 days a year.

When you call, please have ready your current Certificate of Motor Insurance, details of the driver if other than yourself, Your Vehicle, and details of the incident itself. Our operators will take down full details of the incident.

Our operators will provide every assistance to ensure the least inconvenience to you, and through the use of our extensive Approved Repairer network, can ensure (if your cover is relevant) a fast and efficient repair. To assist you at the scene of the incident, please note the following:-

DO

- Advise the Police if anyone is injured in the incident. Your Certificate of Motor Insurance must be produced at this time.
- Try to get the names and addresses of other drivers or pedestrians. Ask for the name, address and insurance policy number of the other driver's insurance company.
- Try to get details of any witnesses.
- Draw a diagram of the scene showing the direction of the vehicles travelled, and their final positions. Note the road names and position of any witnesses, and any other relevant details to help you recall the incident.

DO NOT

- Take a photograph of the scene of the incident if you have a camera or a camera-phone.
- Admit liability or offer to make any payment.
- Drive away. You must stop if any property has been damaged or if anyone is injured. You must give your name and address and insurance details to anyone who needs it.

Windscreen Claims

Notification

To make a claim, please contact the Glass Helpline on [0845 219 0594](tel:08452190594) to arrange for replacement or repair of your windscreen or windows. Windscreen/glass cover is detailed in section 5 of the policy. Please ensure you have the relevant cover before reporting a claim.

Your Car Insurance Policy

eCar Insurance are pleased to welcome you as a policy holder

Your Car Insurance is made up of 4 documents that should be read together.

- This insurance policy booklet
- The Schedule
- The Certificate of Motor Insurance
- The Statement of Insurance

Please check your insurance documents and inform us immediately if any of the details are incorrect.

If you have any questions concerning your insurance, please contact the Customer Services Helpline on **0845 219 0592**

If you need to make a claim you can contact our 24 hour, 365 days-a-year helpline on **0845 219 0614**

If you need to make a windscreen claim contact our windscreen helpline on **0845 219 0594**

Definition of terms

Throughout this Policy the following words and phrases have the meaning set out below wherever they appear:

You/Your

Insured Policyholder.

We/Us/Our

eCar Insurance.

Your Car

Any motor car for which You have a current Certificate of Motor Insurance under this Policy.

Schedule

The schedule should be read in conjunction with the policy. It provides details of Your Car, cover, Endorsements, premium and any Excess that may apply to your policy.

Certificate of Insurance

Legal evidence of Your insurance. It shows the car We are insuring, who may drive Your Car, what it may be used for and the period of insurance.

Period of Insurance

The period of time covered by this policy as shown in the schedule.

Market value

The cost of replacing Your Car with one of similar type and condition.

Excess

The amount of any claim You will have to pay if Your Car is lost, stolen or damaged.

Endorsement

A wording that changes the terms of your policy.

Statement of Fact

A record of statements that You have made and information You have confirmed to Us which forms the basis of Your contract of insurance.

Accessories

Parts of Your Car that are not directly related to how it works as a vehicle. This includes radio, cassette, disc player or similar component, that forms part of Your Car.

Fire

Fire, self ignition, lightning and explosion.

Theft

Theft or attempted theft or the taking of Your Car without permission.

Trailer

Any drawbar Trailer, semi-Trailer, horsebox or caravan.

Territorial Limits

Great Britain, the Isle of Man, the Channel Islands and Northern Ireland.

Section 1 - Loss and Damage

1.1 Loss of or Damage to Your Vehicle, Accessories or Spare Parts

In the event of damage to Your Car resulting from Accident, Fire or Theft We will either:

- repair the damage;
- replace what is lost or damaged beyond economical repair; or
- pay the cost of the loss or damage

We can choose which of these actions We will take for any claim We accept.

The most We will pay is the Market Value of Your Car, Accessories and spare parts at the time of the loss or damage. We will not pay more than the amount for which You insured them. Any payment in respect of loss or damage to the car, will be made to the legal owner. If, to our knowledge, Your Car is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to Us.

If a replacement for any damaged accessory or part of Your Car is not available We will pay the value of the accessory or part at the time of the loss. We will not pay more than the manufacturer's last quoted list price in the United Kingdom for the accessory or part. If such a list is not available the most We will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent accessory or part. We may use Accessories or parts, which are not made or supplied by the manufacturer of Your Car but are of a similar type and quality to the parts we are replacing. We reserve the right to replace any parts with a part that is standard to the manufacture of the car. If Your Car has been modified We will only pay the costs associated with repairing, or returning the car to the manufacturer's standard specifications. We will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importation of any accessory or part into the United Kingdom.

If Your Car cannot be driven because of the loss or damage covered under this Policy We will pay the reasonable cost of protecting Your Car and taking it to the nearest competent repairer. After it has been repaired We will pay the reasonable cost of delivering it to Your address in the United Kingdom. We will retain at Our discretion, the right to the salvage of a vehicle following a total loss for disposal in accordance with the Association of British Insurers code of practise.

1.2 Audio Cover

This Policy will cover the loss of or damage to any radio, cassette, disc player or similar apparatus and component parts and is limited to £750 upon any one occasion when loss or damage occurs. This cover applies only to equipment permanently fitted to Your Car.

1.3 Inexperienced Drivers

Any inexperienced driver is someone who holds a provisional licence or who has held a full UK/EU licence for less than 12 months.

If Your Car or any of its accessories or spare parts are damaged whilst Your Car is being driven by, or in the charge of a person who is young or inexperienced, You will have to pay the amount shown below towards any claim.

The Policy Excess is stated on your Schedule. The following are additional Excesses for the reasons stated.

Age of Driver	Experience	Excess Level
25 yrs and Over	Inexperienced	£150

This amount is in addition to any Excess You have agreed to pay for the first part of any own damage claim as stated in the Schedule. You will not have to pay the amounts shown above if the loss or damage is caused by Fire or Theft. A standard Fire & Theft Excess of £150 applies. If We pay the whole amount of the claim, You must immediately pay Us the amount of Excess stated in Your Schedule.

1.4 Excess

For full details of any excesses which may apply to a particular claim, refer to the endorsements shown in this policy and referred to in the Schedule.

Exclusions to Section 1 of Your Policy

We shall not be liable for:-

- (a) Depreciation, wear and tear, mechanical, electrical and electronic breakdowns or failures, or equipment or computer malfunctions
- (b) Loss of use or value of Your Car
- (c) Damage to tyres by application of brakes or by punctures, cuts or bursts
- (d) Loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, un-collectable, irrecoverable or irredeemable for any reason
- (e) Loss resulting from repossession of Your Car or restitution to its rightful owner
- (f) Loss or damage to Your Car arising from it being taken by, or driven by, a person who was not an insured driver under the Policy, but was a member of your family or household or any other person known to You, unless you can prove that the driver intended to permanently deprive You of Your Car
- (g) Loss or damage arising from Theft while the ignition key or similar device has not been removed and all doors, windows and other openings have not been closed and locked whilst Your Car is left unattended
- (h) Loss or damage to telephone, communication, navigation or television/games equipment of any kind
- (i) Any increase in damage as a result of Your Car being moved under its own power following an accident, Fire or Theft
- (j) Damage caused by frost or freezing
- (k) That part of the cost of any repair or replacement which improves Your Car beyond its condition immediately before the loss or damage occurred
- (l) Loss or damage caused maliciously or deliberately by any person driving Your Car with your permission or agreement
- (m) Loss or Theft of keys, remote controls or security devices
- (n) Loss or damage to any Trailer or caravan whether or not it is being towed by or attached to Your Car
- (o) Loss or damage arising whilst Your Car is being driven by or in the charge of any person who is under the influence of alcohol or drugs or; has a blood or urine alcohol content in excess of the legal limit or; refuses to supply a breath, blood or urine sample
- (p) Loss or damage caused by an inappropriate type or grade of fuel being used
- (q) Failure or inability of any equipment or any computer program to recognise, correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.
- (r) Any amount above the cost (or in the case of a vehicle of foreign manufacture the sterling equivalent of the cost) of any parts or Accessories according to the manufacturer's last published list price plus the reasonable cost of fitting.
- (s) Loss of or damage to Your Car arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- (t) Loss of or damage to Accessories and spare parts by Theft if Your Car is not stolen at the same time.
- (u) Loss of Your Car by deception of someone who claims to be a buyer.

Section 2 - Liability to Third Parties

2.1 Cover Provided for You

- This policy covers You for all You legally have to pay for the death of or personal injury to any person as a result of an incident involving Your Car
- Damage to any property as a result of an incident involving Your Car for up to £20,000,000 (including all costs, expenses and indirect losses) in respect of any such incident or series of incidents arising out of the one event

The same cover will apply if You are driving in the United Kingdom any other car which the Certificate of Insurance allows You to drive providing You do not own the vehicle and You have the owner's permission to drive the vehicle. Note that there is no cover for loss or damage to that other car.

2.2 Cover Provided for Other People

If You ask Us to, We will give the following people the same insurance cover We give You:

- Anyone You allow to drive Your Car who is named to drive it under the Certificate of Insurance and is not excluded by an Endorsement
- Anyone You allow to use, but not drive, Your Car for social, domestic and pleasure purposes
- Any passenger travelling in or getting out of Your Car
- Your employer or business partner, as long as Your Car is not owned by or leased by or hired to either Your employer or business partner and Your Car is being used for a purpose which is allowed under Your Certificate of Insurance

2.3 Your Legally Appointed Representatives

If anyone insured under this Policy dies, We will transfer to their estate the protection We provide under this Policy

2.4 Legal Fees and Expenses

If we give Our prior written agreement, We will pay the fees of the legal representatives we instruct to:

- represent anyone insured under this Policy at any Coroner's Inquest or Fatal Accident Inquiry and to defend proceedings in a Court of Summary Jurisdiction for any accident which might give rise to a claim under part (b) below;
- defend anyone insured under this Policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving.

This cover for legal fees and expenses only applies if:

- You ask Us to provide the cover and We agree to provide it; and
- The death or deaths giving rise to the proceedings are caused by an incident covered by this Policy.

Exclusions to Section 2 of Your Policy

The cover under this section will not apply:

- to anyone driving Your Car who has never held a licence to drive it or who is disqualified from holding or applying for such a licence
- to anyone entitled to cover under any other policy
- for loss or damage to property belonging to or in the custody or control of any person insured under this part of the policy
- to anyone who fails to keep to the terms, exceptions, conditions and Endorsements of this policy
- to liability for the death of or bodily injury to any person out of their employment by any person insured under this Policy except as required by any Road Traffic Legislation
- In respect of damage to any Car in connection with which indemnity is provided by this section

Section 3 - Emergency Medical Treatment

We will pay for emergency treatment as required under the Road Traffic Acts.

Section 4 - European Union Compulsory Insurance

In compliance with European Union (EU) directives the insurance provided by this policy will allow the minimum cover required to use Your Car in:

- Any country which is a member of the European Union
- Any country which the Commission of the EU is satisfied has made arrangements to meet the requirements of Article 7.2 of the EU directive of civil Liberties arising from the use of Motor Vehicles.

All countries mentioned under European Union Compulsory Insurance have agreed that a Green Card is no longer necessary for cross border travel.

Your policy, Schedule and Certificate of Motor Insurance will therefore provide sufficient evidence that you are complying with the laws relating to compulsory motor insurance in any of these countries that you visit.

Section 5. Windscreen/Glass Cover

We will pay for a broken or damaged windscreen, windows or glass sunroofs in Your Car and scratching of the bodywork caused by them breaking.

You will pay the Excess indicated in the Schedule towards each claim for a broken windscreen or windows. If the damage is repairable and does not require a replacement windscreen or window, then the excess does not apply.

Provided You contact the Glass Help Line on [0845 219 0594](tel:08452190594) to arrange for replacement or repair of Your windscreen or windows, the cover supplied by this Policy will be unlimited. However, if any other repairer is used then cover will be restricted to £100.00 less the stated Excess.

Any payment under Section 5 solely for the breakage of Your windscreen or windows shall not affect any entitlements to no claims discount.

General Exclusions to Your Policy

These General Exclusions apply to all sections within this policy and describe what is not covered. These apply as well as the exclusions shown in each Section detailing the cover provided.

1. This Policy does not apply when any car covered by it is:
 - (a) used for any purpose not permitted by the effective Certificate of Insurance
 - (b) driven by or in the charge of anyone who is not described in the Certificate of Insurance as a person entitled to drive or who is excluded from driving by any Endorsements or covered by another policy
 - (c) driven by or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one
 - (d) driven by or in the charge of anyone who does not keep the conditions of their licence or all the conditions of this policy
 - (e) used to tow for reward any Trailer, caravan or vehicle (or to any property in the Trailer, caravan or vehicle)
 - (f) used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle
 - (g) driven by, or is in the charge of for the purpose of being driven by any person to whom Your Car has been hired
 2. The policy does not cover any loss or damage to property, legal liability, expense, consequential loss or bodily injury which is directly or indirectly caused by, contributed to or arising from:
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it
 3. Except as required under the Road Traffic Acts, this Policy does not cover any loss or damage caused by war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 4. This Policy does not provide cover for any liability, which it is reasonable to conclude, arises out of any acts of terrorism as defined in Part 1 of the UK Terrorism Act 2000 or successors thereto, except as is necessary to meet the requirements of the Road Traffic Acts. In territories other than the United Kingdom the definition contained in the UK Terrorism Act 2000 or its successors will be deemed to be the applicable definition.
 5. This Policy does not cover death of or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination, unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected. We will consider the pollution or contamination to have happened at the time the incident took place.
 6. We will not pay the claim and all cover under the Policy is forfeited if You or anyone acting for You makes a claim under the Policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if the loss, damage or injury is caused by Your wilful act or with Your connivance.
 7. This Policy does not apply when any car covered by it is towing more than one caravan, Trailer or disabled mechanically propelled vehicle at any one time.
 8. Loss or damage arising during (unless it be proved by You that the loss or damage was occasioned thereby) or in consequence of:
 - earthquake
 - riot or civil commotion occurring elsewhere than in the United Kingdom
- Except as required by any road traffic legislation.
9. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
 10. This policy does not provide cover for any accident, injury, damage, loss, consequential loss or any liability of whatsoever nature while Your Car is in or on that part of an aerodrome, airport, airfield or military base provided for:
 - (a) the take off or landing of aircraft and/or the movement of aircraft on the surface
 - (b) aircraft parking aprons including the associated service roads refuelling areas and ground equipment parking areas
 11. Racing of any description or being used in any contest, competition, rallies or speed trial (apart from treasure hunts).
 12. Your Car whilst being used on any form of race track or off-road activity.
 13. Any liability that You have agreed to accept unless You would have had that liability anyway.

General Conditions Applying to Your Policy

The following General Conditions apply to this Policy. These describe Your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Policy is cancelled. If You do not meet the terms and conditions of this Policy, it could make the cover invalid or mean We may refuse to pay Your claim.

1. Cancellation

You may cancel this policy at any time by notifying us of the cancellation in your policy records on www.ecarinsurance.co.uk and by returning the Certificate of Motor Insurance. There will be no refund of premium.

2. Other Insurance

If You claim for anything that is covered by any other insurance, We will only pay any amount You cannot get back from the other insurance up to the limits of this Policy.

3. Care of Your Vehicle

Your Car must be covered by a valid Department of Transport Test (MOT) Certificate if You need one by law.

You must do all You can to protect Your Car and contents and keep Your Car in a roadworthy condition. If We ask You must let Us examine Your Car at any reasonable time. If You do not take reasonable care of Your Car and meet any security requirements, this Policy may no longer be valid and We may not pay any claim.

4. Your Duty

Your premium is based on the information You gave Us when Your cover started and when You renew it. If Your circumstances change You must tell eCar Insurance. Please notify eCar Insurance of any changes being made to the policy on

www.ecarinsurance.co.uk. You should keep a record of the information You give in relation to this Policy. If You did not or do not give full and accurate information or you fail to notify us of any changes in circumstances, this policy may be rendered invalid and We may refuse to deal with any claim You might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this Policy; and
- all the information You have given and upon which the Policy is based is correct and complete.

5. Accidents and Claims Procedure/Advice

Claims Procedure

As soon as reasonably possible after any accident, injury, loss or damage You must report to Us all details of the incident. The 24 hour Claim Helpline is 0845 219 0614

You should immediately send Us any communication You receive about the incident.

You must immediately let Us know if anyone insured under this policy is to be prosecuted as a result of the incident, or there is to be an inquest following a fatal accident.

You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without Our written consent.

We can take over, if We so wish, and conduct in Your name or the name of the person claiming under the policy the defence or settlement of any claim or take proceedings for Our own benefit to recover any payment We have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give Us all the assistance necessary in order for Us to achieve settlement.

In the event of a claim covered by this Policy you must still pay the premium. If payment is not made, we:

- may cancel this Policy in accordance with the General Conditions and seek payment of the outstanding balance of premium
- may refuse to pay any claim arising from an occurrence on or after the due date of the premium
- reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to your vehicle, which is covered by this Policy.
- may recover from you the outstanding balance of premium and seek reimbursement from you of any claim payment, which has already been made.

6. Right of Recovery

If the law of any country which this Policy covers requires Us to make payments which, but for that law, We would not otherwise have paid, You must repay the amount to Us.

If any claims or other monies are paid to You by mistake for any reason, or a claim has been paid which We later find to be fraudulent, false or exaggerated, You must repay the amount paid by Us.

7. Law Applicable to Contract

The insurance is governed by English Law.

8. The Financial Services Compensation Scheme

If we are unable to meet our liability under this policy you maybe entitled to compensation from the Financial Services Compensation Scheme (FSCS). This will depend on the circumstances of the claim. Further information about the compensation scheme arrangements can be found on the FSCS website www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme
7th Floor,
Portsoken Street,
London E1 8BN

9. Motor Insurance Database (MID)

It is a condition of this Policy that You advise Us immediately of any changes to:

- Vehicle details
- Risk address
- Drivers details

so that we can notify the Motor Insurance Database

Please note that the MID does not constitute proof of insurance. In order to be able to prove that your vehicle is insured you should carry your Certificate of Insurance with you when using your vehicle.

Endorsements Which May Apply

The endorsements shown below apply only if the endorsement number is specified in your current schedule and are subject to the terms, conditions and limitations of this document of insurance.

Where an endorsement number is followed by the name of any person then the endorsement shall only apply to that person. Where an endorsement is followed by additional wording then such wording should be read in context with the full endorsement wording.

E1 Own Damage Excess

You are responsible for the first amount of each claim under Section One for loss of or damage to your vehicle, other than by fire or theft or attempted theft, as specified against Endorsement E1 in the Schedule.

This amount is in addition to any other excess(es) shown in the Schedule.

E2 Fire & Theft Excess

You are responsible for the first amount of each claim under Section One for loss of or damage to your vehicle arising from fire, theft or attempted theft, as specified against Endorsement E2 in the Schedule.

This amount is in addition to any other excess(es) shown in the Schedule.

E3 Young or Inexperienced Driver Excess

You are responsible for the first amount of each claim under Section One for loss of or damage to your vehicle whilst being driven by or in the charge of a young or inexperienced person in accordance with the following:

Aged 25 and over but not holding a full UK/EU licence for twelve months	-	£150
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This amount is in addition to any other excess(es) shown in the Schedule.

E4 Restricted Use

If you are a Housewife, Househusband, Retired, Journalist, Unemployed or employed in the Motor Trade industry, the vehicle(s) covered by this policy may be used for Social Domestic and Pleasure purposes only.

E5 Windscreen Cover

Section 5 of this policy is applicable on all vehicles.

E6 Garaging Excess

If you do not keep Your Car in a locked private garage between 22.00 and 06.00 (BST or GMT as applicable) when the car is parked at or in the proximity of your private dwelling, you are responsible for the first £250 of each claim under Section One for loss or damage to Your Car, irrespective of the time of loss.

E7 Security Endorsement

There is no cover for theft or attempted theft under Section One unless your factory fitted security system is fitted to the Car, and it is fully operational at all times when the Car is left unattended.

E8 Modified Car Endorsement (Section 1 - Loss and Damage)

If Your Car has been modified and We were made aware of the modifications at the time cover under this policy was effected, We will repair the damage, replace what is lost or pay the cost of loss or damage to Your Car, including the costs of the modified part(s).

E9 Owner of Vehicle

This endorsement will be applied if your employer owns Your Car. Please refer to the schedule for details.

Complaints Procedure

eCar Insurance aim to provide a standard of service that will leave no cause for complaint.

If you feel that the high standards we set ourselves have not been met please contact complaints@ecarinsurance.co.uk or write to:

The Customer Relations Manager
eCar Insurance
MMT Centre
Aust
Bristol
BS35 4BL

Please quote your policy number with all correspondence

In the unlikely event that you are still unsatisfied you may write to:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone : **0845 080 1800**
Email : enquiries@financial-ombudsman.org.uk
Website : www.financial-ombudsman.org.uk



www.ecarinsurance.co.uk

Customer Services : **enquires@ecarinsurance.co.uk**

Claims Helpline: **0845 219 8551**

Windscreen Helpline: **0845 219 0594**

eCar Insurance, MMT Centre, Severn Bridge, Aust, Bristol, BS35 4BL

eCar Insurance is a trading name of

