



**ENTERPRISE
INSURANCE
COMPANY.PLC**



Commercial Vehicle Insurance Policy Wording

Commercial Vehicle Insurance Policy Document

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COMMERCIAL VEHICLE INSURANCE POLICY DOCUMENT

Please examine this documents and its terms and if found incorrect return at once.

Insurance has been effected between *Us* and *You, Our Insured*, and this Document is evidence of that Insurance.

The information and statements provided in the proposal form and the declaration which *You* have made to *Us* and signed are the basis of the contract.

We have agreed to insure *You* subject to the terms, conditions and exceptions contained in or endorsed upon this Document against such liability, loss or damage that may occur during the period of Insurance for which *You* have paid or agreed to pay the premium or is directly sustained in connection with *Your Vehicle* shown in *Your Schedule*.

DEFINITIONS

All defined terms appear in italics throughout this document.

Certificate of Insurance

Evidence in writing of the existence of motor Insurance as required by Law and forms part of this Document. Any reference in such *Certificate of Insurance* to the policy shall mean the insurance cover provided by this Document.

Cooling Off Period

The period within 14 (fourteen) days from:

- a acceptance of this contract; or
- b the day on which *You* received *Your* policy documentation;

whichever is the later.

Endorsement

A change in or addition to the terms of the Insurance, which overrides the standard insurance wording and is printed on or issued with *Your Schedule*.

Excess

The amount *You* must personally pay towards the cost of a claim.

Intermediary

Your broker/agent.

Market Value

The cost of replacing *Your Vehicle* as far as may be practical with one of the same make, model, year, type, mileage and condition.

Schedule

The *Schedule* containing details of the Insured, the premium paid, *Your Vehicle* and cover. It will also show any variations in the terms of the Insurance and it may be replaced by an amended *Schedule* when there is a change in any detail of the Insurance.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Vehicle

Any *Vehicle* shown in the current *Schedule* or as otherwise described in the current *Certificate of Insurance*, details of which have been supplied to and accepted by *US*, and for the purposes of Section 3 an attached trailer if applicable.

We/Our/Us

Enterprise Insurance Company Plc

You/Your/Yours

The person named as the Insured/Policyholder in any *Certificate of Insurance*, *Schedule* or renewal notice applying to this Insurance.

SECTION 1

DAMAGE TO YOUR VEHICLE

If *Your Vehicle* is damaged it will be *Our* decision whether to repair, replace it or pay in cash the amount of the damage. The most *We* will pay is the *Market Value* of *Your Vehicle* and its fitted accessories at the time of the damage not exceeding the last estimated value *You* declared to *Us*.

Additional Own Damage Excess

If *Your Vehicle* and/or any of its accessories are damaged while the *Vehicle* is being driven by or in the charge of a person who is young or inexperienced as defined below *You* will personally have to pay the first part of the cost of the damage as shown. This is in addition to any other *Excess* stated in *Your Schedule*.

Age of driver Amount you pay

23 to 24 years "young driver excess"	£250
The standard excess for 25+	£200

The above "young driver" excess applies in addition to the standard policy excess.

The amount of *Excess* for glass/windscreen repair is £15. The *Excess* for glass/windscreen replacement is £100.

Please note these are deemed as compulsory excesses and are the minimum required to pay, other terms shown in your schedule will show the total excess payable.

If *We* pay any of these sums on *Your* behalf *You* will have to repay *Us*.

SECTION 2

FIRE AND THEFT COVER

If *Your Vehicle* is lost or damaged by:

1 fire, lightning, self-ignition or explosion

or

2 theft or any attempted theft

it will be *Our* decision whether to repair, replace it or pay in cash the amount of the loss or damage. The most *We* will pay is the *Market Value* of *Your Vehicle* and its fitted accessories (excluding car telephones, mobile telephones, electronic/satellite navigation systems/aids, speed camera detectors or similar equipment) at the time of the loss or damage not exceeding the last estimated value *You* declared to *Us*. If *Your Vehicle* is lost by theft *We* will only make payment if it has not been recovered within 40 days of the date upon which the theft was reported to *Us*.

Fire and Theft Excess

If *Your Car* and/or its accessories are lost or damaged as described in **1** or **2** above *You* will be required personally to pay the first £200 excess towards the cost of any claim under this Section. This *Excess* is in addition to any other *Excess* stated in *Your Schedule*. If *We* pay this sum on *Your* behalf *You* will have to repay *Us*.

Exceptions to Sections 1 and 2

We will **not** be liable for:

- 1 loss of use of *Your Vehicle* or any other consequential loss;
- 2 depreciation;
- 3 more than the manufacturer's last list price of any part or accessory;
- 4 wear and tear, mechanical, electrical, electronic or computer breakdowns, failures and breakages, or breakages of any part directly due to application of brakes or to road shocks;
- 5 damage to tyres caused by braking, punctures, cuts or bursts;
- 6 loss of *Your Vehicle* by deception by a purported purchaser or his/her agent or loss of proceeds of sale;
- 7 any reduction in the *Market Value* of *Your Vehicle* as a result of repairs to *Your Vehicle*;
- 8 loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 9 loss or damage arising from theft or attempted if *Your Vehicle* has not been secured by means of the door locks, or if the windows or any form of sliding roof or removable panel roof have been left open or unlocked, or whilst the ignition keys of *Your Vehicle* have been left in or on *Your Vehicle*;
- 10 loss or damage to telephones or any audio or visual equipment, including but not limited to tapes, CD's, DVD's etc or any other business related instrument; and
- 11 loss or damage to *Your Vehicle* caused by or arising out of the tipping operation of *Your Vehicle*.

SECTION 3

THIRD PARTY COVER

Where *Your Certificate of Insurance* allows, We will indemnify the following persons against liability at law for damages and claimants' costs and expenses in respect of:

- a death of or bodily injury to any person caused by or through or in connection with *Your Vehicle* including the loading or unloading, or
- b damage to property (including animals) up to a limit of £5,000,000 in respect of one accident or series of accidents arising out of one event:
 - 1 *You*
 - 2 any person driving *Your Vehicle* with *Your* permission or on *Your* instructions;
 - 3 any person using *Your Vehicle* with *Your* permission;
 - 4 at *Your* request any passenger travelling in or getting into or out of *Your Vehicle*;
 - 5 in the event of the death of any person entitled to indemnity under this Section, We will indemnify to the same extent, that person's legal representative for any liability incurred by that person.

Any persons indemnified will as though they were *You*, observe, fulfill and be subject to the terms, exceptions, conditions and limitations of this Insurance in so far as they can apply and will in no respect be in a better position than *You*.

In dealing with or defending any claim under this Section We will pay at *Our* discretion:

- 1 solicitors' fees for representation at any Coroner's Inquest or Fatal Accident Inquiry or for defence of proceedings at any Court of Summary Jurisdiction;
- 2 any other legal costs and expenses agreed by *Us* in writing.

Exceptions to Section 3

We will **not** be liable for:

- 1** the death or injury to, or damage to the property of, any person arising out of or in the course of his/her employment, by anyone *We* cover under this Insurance, other than is required under the Road Traffic Act;
- 2** for damage or injury to any property or animals belonging to or held in trust by *You* or in *Your* custody or control or to any person claiming to be indemnified under this Section;
- 3** for providing indemnity to any person referred to in the first paragraph of this Section (including *You*) in respect of any claim for which they are entitled to indemnity under any other insurance;
- 4** in respect of any item of plant or plant forming part of *Your Vehicle* whilst such item is in use as a tool of trade other than to meet the requirements of the Road Traffic Act;
- 5** for loss or damage by pollution or contamination however caused other than to meet the requirements of the Road Traffic Act. For the purposes of this exception, pollution or contamination shall be deemed to mean:
 - a** all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
 - b** all death, bodily injury, illness, loss or damage directly or indirectly caused by such pollution or contamination.
- 6** for any accident, injury, loss, damage or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from *Your Vehicle* whilst in or on that part of any aerodrome, airfield, airport or military installation provided for:
 - a** the take-off or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground; and
 - b** aircraft parking including any associated service roads, refueling areas, ground Equipment parking areas, aprons, maintenance areas and hangars.
- 7** in respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of *Your Vehicle* by any person other than *Your* driver or attendant of *Your Vehicle*;
- 8** for any claim arising during or in consequence of an act of terrorism other than to meet the requirements of the Road Traffic Act. For the purpose of this exception, terrorism means an activity involving a violent or life threatening act by an individual or organisation with the intention of coercing, intimidating or influencing either an individual person, the civilian population, the government of any country, any act deemed by any law enforcement body to be an act of terrorism.

SECTION 4

TRAILERS AND TOWAGE

We will indemnify You in the terms of Section 3 of this Insurance in respect of liability arising in connection with any trailer, trailer-caravan or any disabled mechanically-propelled vehicle whilst attached to Your Vehicle.

Exceptions to Section 4

We will **not** be liable:

- 1** whilst *Your Vehicle* is towing a greater number of trailers than is permitted by law;
- 2** in respect of loss or damage to the towed vehicle or trailer or to the property being conveyed thereon; and
- 3** in respect of semi-trailers forming part of articulated vehicles or mechanically propelled vehicles or draw bar trailers being towed.

SECTION 5

NO CLAIM DISCOUNT

If no claim is made under *Your* insurance *Your* no claim discount (if applicable) will be increased at *Your* next renewal in accordance with *Our* scale applicable at the time.

If *You* make a claim, or a claim is made against *You*, and *You* do not have protected no claim discount (if applicable), *We* will reduce *Your* no claim discount as follows:

If a claim is made during *Your* period of insurance *You* will lose two years no claim discount. If *You* had four years no claim discount *You* would have two at renewal.

If more than one claim is made during any one period of insurance *You* will lose four years no claim discount, and terms and conditions may be applied at *Our* discretion.

If a claim occurs which is not *Your* fault and *We* have to make a payment, *We* will reduce *Your* no claim discount unless/until *We* can recover all that *We* have paid from those responsible.

If *Your* renewal is due and investigations into a claim are still ongoing, *We* may reduce *Your* no claim discount provisionally, until *Our* investigations are complete. *We* may then restore *Your* no claim discount and refund any extra premium that has been paid.

If a claim is made after *Your* renewal premium has been calculated, *We* reserve the right to revise *Your* premium.

If *Your* no claim discount has been reduced on renewal of *Your* policy and a subsequent recovery is made on a claim which affected *Your* no claim discount, *We* will reinstate *Your* no claim discount and any applicable premium will be refunded to *You*.

We reserve the right to retain proof of *Your* no claim discount entitlement until all payments due have been made.

SECTION 6

TERRITORIAL LIMITS, FOREIGN TRAVEL AND TRANSIT

Territorial Limits

This Insurance only applies in:

- 1 the *United Kingdom*
- 2 any other member country of the European Union and any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of any European Union Directive on insurance of civil liabilities arising from the use of motor vehicles, but only so far as is necessary to comply with the compulsory motor insurance legislation of such countries which does not cover loss of or damage to *Your Vehicle*.

Foreign Travel

Without prior notification to *Us*, this Insurance will only cover the minimum compulsory Insurance required to enable *You* to use *Your Vehicle* in any country that is a member of the European Union and any other country whose arrangements meet the requirements of and are approved by the Commission of the European Union. Cover is provided in respect of *Your* full policy benefits for one trip per policy year of insurance, provided the trip is for a period of 30 days or less. Cover can be extended to provide full policy benefits when the vehicle is used abroad in certain countries for over 30 days, subject to *Our* approval and any additional premium and terms that *We* require, a Green Card or travel document will ensure and be evidence that *We* are covering *You* for the benefits covered by the Insurance for the period stated in the Green Card or travel document.

We will pay:

- 1 any General Average contribution, salvage and sue and labour charges arising from the transportation of *Your Vehicle* by sea, provided that *Your Vehicle* is covered by this Insurance for damage or loss and such contribution relates to the *Market Value* of *Your Vehicle*.

We will not pay for:

- 1 Any Customs Duty which *You* may have to pay after temporary importation of *Your Vehicle* into any country for which cover is provided by this insurance.

Transit

This Insurance applies in respect of accidents occurring during the course of transit (including the processes of loading and unloading) between ports or terminals in the countries set out in the Green Card or Travel document provided the transit is by a recognised sea or rail route.

SECTION 7

EMERGENCY TREATMENT

***We* will pay for emergency medical treatment as required by the Road Traffic Act.**

SECTION 8

LEGAL COSTS

In dealing with or defending any claim under this Section *We* will pay at *Our* discretion:

- 1 solicitors' fees for representation at any Coroner's Inquest or Fatal Accident Inquiry or for defence of proceedings at any Court of Summary Jurisdiction;
- 2 any other legal costs and expenses agreed by *Us* in writing; and
- 3 reasonable legal costs to defend any person covered by this Insurance against proceedings arising from any death.

CLAIMS CONDITIONS

1 Notification of Incidents

In the event of an incident occurring which may give rise to a claim under this Insurance, the Motor Claims Helpline must be contacted immediately using one of the following numbers:

- a mainland United Kingdom – 0844 544 7399;

The lines are open 24 hours a day, 365 days of the year.

- b Windscreen/window claims: 0844 874 7752

2 Claims Conditions

When an accident, loss or damage occurs:

- a *You* or *Your* legal representative must give us notice immediately and within 24 hours of the full details of *ANY* accident, loss or damage, this is to be reported to the above number 0844 544 7399;
- b *You* must take all necessary steps to ensure the safety of *Your* damaged *Vehicle* and its accessories;
- c We shall **not** be liable for any increase in damage as a result of *Your Vehicle* being removed by its own power following an accident;
- d any letter, claim, writ, claim form, summons or process *You* receive relating to the accident, loss or damage must be sent, unanswered, to *Us* immediately;
- e *You* must advise *Us* in writing immediately *You* are aware of any intended prosecution, Coroner's Inquest or Fatal Accident Inquiry in connection with the accident;
- f persons including *You* who are claiming under this Insurance must make no admission, offer, payment or promise without *Our* written consent nor act in any way which might prejudice *Our* position;
- g We may, at *Our* discretion, take over and conduct in *Your* name or the name of any other person indemnified under this Insurance, the defence, prosecution or settlement of any claim for *Our* own benefit;

- h We shall have full discretion over the conduct of any proceedings and settlement of claims;
- i *You* or any other person indemnified by this Insurance must give *Us* all the assistance and information possible and produce a copy of the driver's licence if requested;
- j if *Your Vehicle* and/or its accessories are stolen or taken without *Your* consent *You* must, as soon as possible, report the same to the police and if required by *Us*, supply *Us* with the crime reference number;
- k We reserve the right if *We* or *Our* representative consider any repair estimate to be unreasonable to enter into any communication with the repairer and failing agreement, to arrange for the removal of *Your Vehicle* to another repairer and pay for such work as may already have been done;
- l written notice shall be given to *Us* as soon as reasonably possible of any accident which causes or may cause a claim to be made under this Insurance;
- m claims under this Insurance shall be payable to *You* or *Your* legal representatives.

REPAIRS TO YOUR VEHICLE

If the damage to *Your Vehicle* is covered by this Insurance *You* may authorise the repair of *Your Vehicle* provided *You* have notified *Us* of the incident giving rise to the damage and of the extent of the damage to *Your Vehicle*. *You* may, upon *Your* own authority, arrange for the removal of *Your Vehicle* to the nearest competent repairer. *We* will pay the reasonable costs of:

- a** safeguarding and removing *Your Vehicle* to the nearest competent repairer; and
- b** returning it, if repairable, to *Your* address in the *United Kingdom*.

Before *We* can authorise the repairs *You* must:

- i** tell *Us* in writing and provide details of the damage and the circumstances in which it arose; and
- ii** send two detailed estimates for repair to *Us*.

GENERAL EXCEPTIONS

We will **not** provide Insurance:

- 1** while *Your Vehicle* is being:
 - a** used for any purpose not permitted by *Your Certificate of Insurance* or any *Endorsement*;
 - b** driven by any person not permitted to drive by *Your Certificate of Insurance* or any *Endorsement*;
 - c** driven by any person who has never held a driving licence to drive it, or who is disqualified from holding or obtaining such a licence;
 - d** used in or on any part of any airport, aerodrome, airfield, military base which is used for the takeoff and landing of an aircraft, including the movement of the aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas.
- 2** to anyone who fails to comply with all the terms, exceptions, conditions and *Endorsements* of this Insurance as far as they can apply;
- 3** for any claim occasioned by or arising from war, invasion, hostilities (whether war declared or not), acts of foreign enemy, civil war, revolution, rebellion, insurrection, military or usurped power or confiscation or requisition or destruction of or damage to property by order of any government or public authority, except so far as is necessary to satisfy the Road Traffic Act;
- 4** for any claim arising during or in consequence of riot and/or civil commotion occurring anywhere other than in Great Britain, the Isle of Man and the Channel Islands. This exception will not apply if *You* can prove that the claim was not caused by any of these events;

(General Exceptions continued)

- 5 in respect of any liability accepted by agreement which would not have attached in the absence of such agreement;
- 6 in respect of any loss, damage, expense or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 7 for any claim if such claim is in any respect fraudulent. If any fraudulent means or devices are used by *You* or any other person covered under this Insurance or any person acting on *Your* or his or her behalf all benefit under this Insurance will be forfeited;
- 8 for any claim occasioned by or arising from suicide or attempted suicide, except so far as is necessary to satisfy the Road Traffic Act;
- 9 for any claim for loss or damage when your vehicle is left unattended if the last person in charge of your vehicle before the loss or damage occurred is not shown on your certificate of insurance as allowed to drive;
- 10 for any liability to others, or loss or damage to any vehicle covered by this insurance when the vehicle is carrying a load or number of passengers which is unsafe or greater than the manufacturer's specifications.

GENERAL CONDITIONS

- 1 *We* will cancel this insurance in the even *Your Car* is the subject of a total loss claim.

If as a result of a claim *Your Car* is determined to be a total loss, this insurance will cease without refund of premium. In this event, all outstanding or overdue premiums must be paid. *We* may at *Our* discretion reduce the claim payment by the amount of outstanding or overdue premiums that you owe *Us*.

- 2 If *Your Vehicle* is the subject of a hire purchase or leasing agreement, *We* reserve the right to make any payment to the legal owner, which will be a complete discharge of *Our* obligations under this Insurance.

- 3 If *You* wish this Insurance to continue following a change of *Your Vehicle*, *You* must give *Us* full details of its replacement.

- 4 Before taking possession of *Your* replacement *Vehicle* *You* will need to obtain a cover note.

- 5 *You* are required to take all reasonable precautions to safeguard *Your Vehicle* from loss or damage and maintain *Your Vehicle* in a sound, safe and efficient condition. *We* shall have at all times free access to allow an authorised representative to examine *Your Vehicle*.

- 6 *We* may cancel this Insurance by sending seven days' notice by certified posting or recorded delivery to *You* at *Your* address which *You* last notified to *Us* (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland).

We will cancel this Insurance at any time if requested to do so by *Your Intermediary* provided *Your Intermediary* has first notified *You* of the intended cancellation.

You may cancel this Insurance at any time by returning this Document and *Your Certificate of Insurance* to *Your Intermediary*.

This Insurance provides *You* with a *Cooling-Off Period* to decide whether *You* wish to continue with the full policy. The *Cooling-Off Period* is for

14 days from the date *You* receive *Your* policy documentation.

If a period of less than 14 days has elapsed since *You* received *Your* policy documentation, and *You* have not made a claim, *You* have the right to cancel the policy and receive a refund of the premium *You* have paid:

- If at the date of cancellation *Your* policy has not yet commenced *You* will receive a full refund of the premium *You* have paid from *Us*;

or

- If *Your* policy has already commenced, *You* will receive a refund of premium from *Us*, equivalent to the unexpired period of cover on a pro rata basis

Should *You* wish to cancel this Insurance after the *Cooling Off Period*, a charge for the expired period will be calculated pro rata from the date *We* receive *Your Certificate of Insurance* and subject to an administration fee of £25.00. Please note that for policies in effect over 8 months the full premium is charged and no return premium will be given.

If at **any** time during the current period of insurance a claim is made or an incident occurs which may give rise to a claim, no refund of the premium will be made upon cancellation of this Insurance.

7 *We* will **not** provide cover under this Insurance unless *You* have complied fully with all terms, provisions, conditions and *Endorsements*.

The cover provided under this Insurance is subject to receipt by *Us* of a truthfully and fully completed proposal and declaration, or statement of fact to *Our* satisfaction.

Where a proposal or statement of fact in respect of this Insurance is submitted after inception of this Insurance, *We* reserve the right to withdraw cover and cancel this Insurance or amend the terms and conditions, including the premium, after inception, based upon the information provided in such proposal or statement of fact.

8 Cover is only provided for the use of the *Vehicle* specified in *Your Certificate of Insurance/Schedule* and cannot be extended to cover other vehicles.

9 If *We* make a payment in accordance with the law of any country in which this Insurance operates and such payment is **not** covered by this Insurance *You* will have to repay *Us*.

10 Where *We* have accepted a claim but there is a disagreement over the amount payable to *You*, the matter will be passed to an arbitrator appointed under current statutory provisions. When this happens, an award must be made by the arbitrator before legal proceedings can be started against *Us*.

11 *We* will **not** provide cover under this Insurance to *You* or any person permitted to drive unless the terms, conditions and limitations of the driving licence are complied with.

12 This Policy Document is a contract solely with the Insured and is not assignable in any case whatsoever. A person who is not party to this Insurance has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Insurance but it does not affect any right or remedy of a third party which exists or is available apart from that Act.

13 *Your* policy is subject to English law and to the exclusive jurisdiction of the English Courts, unless *We* have agreed otherwise with *You*.

ENDORSEMENTS

The following *Endorsements* and any other *Endorsements* will apply when specified in *Your Schedule* and if specified more than once will be considered as separate and additional *Endorsements*.

The *Endorsements* are subject otherwise to the terms, exceptions, limitations and conditions of this Insurance and are deemed to be incorporated in and form part of this Insurance.

Endorsement No. 01

Excess – Damage Fire and Theft

You will personally have to pay the first amount as stated in *Your Schedule* against this *Endorsement* number for any claim under Sections 1 and 2 of this Insurance.

This *Endorsement* operates independently of and in addition to any other *Excess* or condition which may be applied or may be endorsed on this Insurance. Where this *Endorsement* number is followed by the name of any person(s) it shall apply solely to such person(s).

Endorsement No. 02

Excess – Damage

You will personally have to pay the first amount as stated in *Your Schedule* against this *Endorsement* number for any claim under Section 1 of this Insurance.

This *Endorsement* operates independently of and in addition to any other *Excess* or condition which may be applied or may be endorsed on this Insurance. Where this *Endorsement* number is followed by the name of any person(s) it shall apply solely to such person(s).

Endorsement No. 03

Excess – Fire and Theft

You will personally have to pay the first amount as stated in *Your Schedule* against this *Endorsement* number for any claim under Section 2 of this Insurance.

This *Endorsement* operates independently of and in addition to any other *Excess* or condition which may be applied or may be endorsed on this Insurance. Where this *Endorsement* number is followed by the name of any person(s) it shall apply solely to such person(s).

Endorsement No. 04

Engine Immobiliser/Tracking Device

We will **not** provide Insurance unless *Your Vehicle* is fitted with an engine immobilizer or tracking device, maintained in full working order, the manufacturer and model of which has been declared to and approved by *Us*. Engine immobilisers and tracking devices, where fitted, must be activated at all times when *Your Vehicle* is left unattended.

Endorsement No. 05

Breakage of Windscreen or Window

In the event of a windscreen or window being broken from any accidental cause and without further damage to *Your Vehicle*, We will pay the cost of replacement less an *Excess*, the amount of which is stated in *Your Schedule* against this *Endorsement* number, provided that the replacement is carried out by a windscreen supplier or garage approved by *Us*. Any payment made will not affect the No Claim Discount. *You* will also be entitled to up to 14 days free replacement vehicle rental when partnership repairers are used.

We may at *Our* option use parts that have not been supplied by the original manufacturer when replacing a windscreen or glass under this endorsement.

The amount of *Excess* for windscreen repair is £15. The *Excess* for windscreen replacement is £100.

If *You* accept *Our* glass/windscreen repair/replacement service, *You* will have unlimited cover. If *You* choose to use an alternative repairer or replacement service, *Your* cover will be limited to £150 per claim.

Endorsement No. 06

Protected No Claim Discount

In return for an additional premium, *You* have protected *Your* no claim discount. The maximum number of years *You* can protect is 5 years.

No more than one fault claim in any one period of insurance is allowed but if a second claim occurs then the no claim discount will be stepped back two years in accordance with *Our* no claim discount scale applicable at the renewal date. For example if *You* have protected five years no claim discount and *You* have two fault claims the bonus applicable will then be three years in accordance with *Our* no claim discount scale applicable

at the renewal date. An additional excess of £50 will apply.

Endorsement No. 08
Drink and Drugs

This policy shall not apply (except to comply with the Road Traffic Acts) whilst *Your Car* is being driven by *You* or any other person insured to drive, should it be proved to *Our* satisfaction that the driver was under the influence of alcohol or drugs. A conviction under the relevant law (including convictions for failing to supply specimens of breath, blood or urine) shall be deemed to be conclusive evidence of the condition of the driver at the time of the occurrence giving rise to the conviction.

FURTHER INFORMATION

Please remember

The information that *You* have provided to *Us* forms the basis of *Your* Insurance contract. It is important that *You* advise *Us* of all material information, and immediately of any change in the information. Please note if *You* are in any doubt whether or not any information is material, it should be disclosed. Under the Road Traffic Act, it is an offence to make any false statements or withhold any material information in order to obtain a cover note or a Certificate of Motor Insurance.

Data Protection Act 1998

We may store *Your* information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). *We* will only disclose *Your* personal details to third parties, if it is necessary for the performance of *Your* contract with *Us*.

In order to assess the terms of this Insurance contract or administer claims that arise, *We* may need to collect data that the Data Protection Act defines as sensitive, such as medical history or criminal convictions. By proceeding with this contract *You* will signify *Your* consent to such information being processed by *Us* or *Our* agents.

We will keep *Your* information secure at all times. In certain circumstances, for example for systems administration purposes, *We* may have to transfer *Your* information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with *Your* insurance application, *We* will assume *You* are agreeable for *Us* to transfer *Your* information to a country outside the EEA.

Should *You* wish to receive a copy of the information *We* hold on *You*, please contact:

Data Protection Officer
Barry Grainger Ltd
20 Chapman Way
Tunbridge Wells
Kent TN2 3EF

Claims and Underwriting Exchange Register

Insurance companies pass information to the Claims and Underwriting Exchange Register run by Insurance Database Services Limited, and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to help *Us* check information provided, and also to prevent fraudulent claims. When *We* deal with *Your* request for insurance *We* may search these registers. Under the conditions of this Insurance, *You* must tell *Us* about any incident (such as an accident or theft) whether or not it gives rise to a claim. When *You* tell *Us* about an incident, *We* will pass information relating to it to the registers.

Motor Insurance Database

Information relating to *Your* insurance policy will be added to the Motor Insurance Database (MID), managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for the purposes not limited to but including:

- 1 Electronic Licensing
- 2 Continuous Insurance Enforcement
- 3 Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- 4 the provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If *You* are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds *Your* correct registration number. If it is incorrectly shown on the MID *You* are at risk of having *Your Vehicle* seized by the police. *You* can check that *Your* correct registration number details are shown on the MID at www.askmid.com

Financial Services Compensation Scheme

Enterprise Insurance Company Plc. is a member of the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from this scheme if *We* cannot meet *Our* liabilities under this policy.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Complaints Procedure

We and *Your Intermediary* aim to provide *You* with a prompt and efficient service at all times but on occasions this may not be possible and *We/they* may fall short of *Your* expectations. If *We* or *Your Intermediary* have not provided *You* with a prompt and efficient service and *You* wish to complain, please contact *Your Intermediary*:

Complaints Team
Barry Grainger Ltd
20 Chapman Way
Tunbridge Wells
Kent TN2 3EF

Tel: 0844 372 2239
Fax: 0844 372 2240
E-mail: davidharvey@bginsurance.co.uk

If *Your* complaint is in relation to the way in which *Your* insurance was sold, relates to the service provided by *Your Intermediary*, or to a claim, *Your Intermediary* will deal with *Your* complaint.

If *Your* complaint is about *Our* service or the policy terms and conditions, *Your Intermediary* may refer *Your* complaint to *Us*.

We or *Your Intermediary* will investigate *Your* complaint and issue a final response letter.

If *You* are unhappy with the final response and *You* are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust under a certain size) *You* may wish to contact the Financial Ombudsman Service. They offer a free and independent service for resolving disputes about most financial matters and *You* have six months from the date of the final response letter to contact them. Please note that the Financial Ombudsman Service will not adjudicate *Your* complaint until *You* have received a final response letter or eight weeks has passed since *You* notified *Us/Your Intermediary* of *Your* complaint.

Their contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Phone: 0800 023 4567 or 0300 123 9 123

The Financial Ombudsman Service decision is binding on *Us* but not *You*. The complaints procedure set out above does not affect *Your* right to take legal action against *Us* or *Your Intermediary*.