



ENTERPRISE  
INSURANCE  
COMPANY.PLC



## Driving School Insurance Policy Wording

Your policy is underwritten by Enterprise Insurance Company plc ("Enterprise"). Enterprise is a company registered in Gibraltar, Registered Number 89698, with a registered office at Suite 3, 2nd Floor, Icom House, 1-5 Irish Town, Gibraltar and is regulated by the Financial Services Commission in Gibraltar. Enterprise is licensed to operate in the United Kingdom by the Financial Services Authority under Registration Number 402277.

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**DRIVING SCHOOL INSURANCE  
POLICY DOCUMENT**

**Please examine this document 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 Car* shown in *Your Schedule*.

## DEFINITIONS

All defined terms appear in italics throughout this document.

### ***Car***

Any *Car* 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 4 an attached trailer if applicable.

### ***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 Car* 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 Car* 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.

### ***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 CAR

If *Your Car* 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 Car* and its fitted accessories (excluding car telephones, mobile telephones, electronic navigation aids or any similar equipment) at the time of the damage not exceeding the last estimated value *You* declared to *Us*.

#### Additional Own Damage Excess

If *Your Car* and/or any of its accessories are damaged while the *Car* 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

Whilst under paid tuition, the excess	
Whilst Off Road, between 14-69	£150
On Road, between 17-24 (tuition)	£500
On Road, between 25-69 (during tuition)	£150
On Road, between 17-24 (with full licence)	£500
On Road, for social, domestic and pleasure use 25+ (with full licence)	£150

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 Car* 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 Car* and its fitted accessories (excluding car telephones, mobile telephones, electronic navigation aids or any similar equipment) at the time of the loss or damage not exceeding the last estimated value *You* declared to *Us*. If *Your Car* 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*.

Audio and visual equipment and components, cassettes, tapes and discs are not covered under this Section. (Refer to Section 7 if applicable.)

#### 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 £150 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*.

## Conditions Under Sections 1 and 2

If *Your Car* 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 these Sections.

If *Your Car* was purchased new in the *United Kingdom* by *You* and during the period of one year from the date of its first registration it is:

**1** lost by theft and not recovered within 42 days of the date on which the theft is first reported to *Us*;

or

**2** damaged and the estimated cost of repairs exceeds 60% of the manufacturer's recommended retail price (inclusive of tax) at the time of such damage (and *Your* cover is Comprehensive) or damaged by fire, lightning, self ignition or explosion and the estimated cost of repairs exceeds 60% of the manufacturer's recommended retail price (inclusive of tax) at the time of such damage (and *Your* cover is Third Party Fire & Theft).

We will at *Your* request replace *Your Car* with a new *Car* of identical make and model provided such make and identical model is still available from stock in the *United Kingdom*. Should *You* not exercise this option or if the identical make and model is no longer available *We* will pay a sum equivalent to the last declared value or Market Value of the Vehicle, which is the less.

## Exceptions to Sections 1 and 2

We will **not** pay for:

**1** loss of use of *Your Car* 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 Car* 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 Car* as a result of repairs to *Your Car*;

**8** any fixtures and fittings of a motorized caravan unless such fixtures and fittings were supplied by the manufacturers with the vehicle when new;

**9** any loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds; and

**10** 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*.

## SECTION 3

### WINDSCREEN COVER

**In the event of a windscreen or window (excluding sunroof) being broken from any cause without further damage to *Your Car*, *We* will pay the cost of replacement less a £100 *Excess* provided that the replacement is arranged by *Our* 24-hour Motor Claims Helpline service or is carried out by one of *Our* approved windscreen suppliers. If the replacement is carried out by any other service or garage, the maximum cover for such replacement will be £150 less a £100 *Excess*. Any payment made under this Section will not affect the No Claim Discount, and the £100 *Excess* will not be payable if damage to the windscreen or window is repaired rather than replaced. If *We* pay this sum on *Your* behalf *You* will have to repay *Us*.**

## SECTION 4

### THIRD PARTY COVER

**We will insure You for all amounts You may be legally liable to pay in respect of:**

- a** death of or injury to any person; and
- b** accidental damage to any person's property (including animals) up to a maximum of £5,000,000 in respect of one accident or series of accidents arising out of one event, involving:
  - 1** *Your Car*;
  - 2** a single trailer or caravan or mechanically disabled vehicle whilst attached to *Your Car*.

We will also insure:

- 1** any other person using or driving *Your Car* with *Your* permission, other than those persons excluded by *Your Certificate of Insurance* or by *Endorsement*, exception or condition of this Insurance;
- 2** at *Your* request any passenger travelling in or getting into or out of *Your Car*; and
- 3** *Your* employer, while *Your Car* or any other *Car* covered under this Insurance is being used by *You* or any other person permitted by *Your Certificate of Insurance* for the business purposes of *Your* employer but only if the *Car* is not owned by or hired or leased to *Your* employer.

## Exceptions to Section 4

We will **not** provide Insurance under this Section:

- 1** in respect of loss of or damage to any *Car* or trailer which *You* or any other person covered under this Insurance is driving or towing;
- 2** in respect of death of or injury to any person in *Your* employ or employ of any other person covered under this Insurance arising out of and in the course of his or her employment where there is compulsory Employers' Liability Insurance in force for such death or injury;
- 3** for damage to property or injury to animals owned or held in the trust, custody or control of *You* or any other person covered by this Insurance;
- 4** if anyone driving *Your Car* has never held a licence to drive it or who is disqualified from holding or obtaining such a licence;
- 5** to anyone entitled to Insurance under any other insurance policy;
- 6** to anyone who fails to comply with all the terms, exceptions, conditions and *Endorsements* of this Insurance as far as they can apply;
- 7** 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;

- 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 an individual person, the civilian population, or the government of any country, or any act deemed by any law enforcement body to be an act of terrorism.

## SECTION 5

### 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.

## SECTION 6

### CAR SHARING

**If You receive a contribution for the carriage of passengers in Your Car as part of a Car sharing arrangement for social or other similar purposes We will not regard these contributions as constituting the carriage of passengers for hire or reward or use of the Car for hiring provided that:**

- 1** the Car is not constructed or adapted to carry more than eight passengers plus the driver;
- 2** the passengers are not being carried in the course of a business of carriage of passengers for hire or reward;
- 3** the total contributions received by You do not involve any element of profit.

## SECTION 7

### AUDIO AND VISUAL EQUIPMENT

**We will provide cover in respect of loss of or damage to audio and visual equipment and components (excluding electronic navigation aids and OR any similar equipment, car telephones, mobile telephones, cassettes, tapes and discs) whilst such equipment and components are permanently fitted to Your Car. If the cover stated in Your Schedule is:**

- 1** Comprehensive – the most We will pay is £500

and

- 2** Third Party Fire and Theft – the most We will pay is £250

You will be required personally to pay the first £100 in respect of any claim under this Section arising from theft or attempted theft. 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 Section 7

We will **not** provide Insurance under this Section if Your Car is an open or convertible Car.



## SECTION 8

### 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 Car*.

#### Foreign Travel

Without prior notification to *Us*, this Insurance will only cover the minimum compulsory Insurance required to enable *You* to use *Your Car* 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 *Car* 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 Car* by sea, provided that *Your Car* is covered by this Insurance for damage or loss and such contribution relates to the *Market Value* of *Your Car*.

*We* will not pay for:

- 1 any Customs Duty which *You* may have to pay after temporary importation of *Your Car* 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 9

### PERSONAL BELONGINGS

***We* will pay up to a maximum of £100 in respect of any loss of or damage to personal belongings whilst in *Your Car*.**

#### Exceptions to Section 9

*We* will **not** pay for:

- 1 loss of or damage to goods or samples carried in connection with any business or trade, money, stamps, tickets, documents, securities, jewellery, furs and leathers of any description, car telephones, mobile telephones, electronic navigation aids or any similar equipment.
- 2 loss or damage to audio and visual equipment and components, cassettes, tapes and discs. (Refer to Section 7 if applicable.)
- 3 theft of any property carried in an open or convertible car unless stolen from a locked boot.

## SECTION 10

### MEDICAL EXPENSES

If any person in *Your Car* is injured in an accident involving *Your Car* We will pay the medical expenses incurred up to £100 for each person injured.

## SECTION 11

### ACCIDENTAL INJURY TO YOU OR YOUR SPOUSE

If *You* or *Your spouse* is injured:

- 1 in direct connection with *Your Car*
- Or
- 2 while in or getting into or out of any other private car

We will pay the sums shown below to each person injured or to that person's estate if within three months of the accident the injury is the sole cause of:

- |   |                                 |   |        |
|---|---------------------------------|---|--------|
| 1 | death                           | £2,500  |        |
| 2 | the complete and irrecoverable: |   |        |
|   | a                               | loss of sight of both eyes or<br>loss of two or more limbs or<br>loss of sight of one eye and<br>loss of one limb | £1,000 |
|   | b                               | loss of sight of one eye or<br>loss of one limb   | £500   |

A loss of limb or limbs means loss by physical separation at or above the wrist or ankle.

## Exceptions to Section 11

We will **not** pay:

- 1 if *You* or *Your spouse* has reached the age of 70;
- 2 if the injury or death is contributed to or accelerated by suicide or attempted suicide, alcohol, drugs, intentional self injury or natural disease or weakness in any form; and
- 3 more than £2,500 in total during any one period of Insurance.

If *You* or *Your spouse* hold another motor Insurance with *Us*, payment will be made under one Insurance only.

## SECTION 12

### EMERGENCY TREATMENT

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

## SECTION 13

### NO CLAIM DISCOUNT

If *You* do not make a claim under this Insurance, *Your renewal premium will be reduced in accordance with Our scale applicable at such time.*

*Your* No Claim Discount is not transferable

## 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: 0800 373 171

### 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 the damaged *Car* and its accessories;

- c** *We* shall **not** be liable for any increase in damage as a result of *Your Car* 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 Car* 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 Car* to another repairer and pay for such work as may already have been done;

- l** in respect of claims under Section 11 Accidental Injury to *You* or *Your Spouse*, *You* or *Your* spouse shall allow the medical adviser or advisers appointed by *Us* to examine *You* or *Your* spouse as often as may be deemed necessary by *Us*;

- m** 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;

- n** claims under this Insurance shall be payable to *You* or *Your* legal personal representatives.

## REPAIRS TO YOUR CAR

If this Insurance is Comprehensive the benefits of *Our* 24-hour Motor Claims Helpline service are available to *You*. By using the Motor Claims Helpline *You* will not need to obtain repair estimates and *We* will be able to expedite authorisation of the necessary repairs.

## GENERAL EXCEPTIONS

*We* will **not** provide Insurance:

- 1** while *Your Car* 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*.
- 2** 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.
- 3** 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.
- 4** in respect of any liability accepted by agreement which would not have attached in the absence of such agreement.
- 5** 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.
- 6** 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.
- 7** for any direct or indirect loss or damage caused while any *Car* covered by this Insurance is in the part of an airport, aerodrome, airfield or establishment provided for the take-off and landing of aircraft or the movement of aircraft on the surface, aircraft parking aprons including the associated surface roads and ground equipment parking areas, and those parts of passenger terminals of an international airport which come within the Customs examination area.
- 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 social domestic & pleasure use if the vehicle is being used by or is in the charge of any person under the age of 25 years of age, except for tuition purposes.

## GENERAL CONDITIONS

- 1 If *Your Car* is lost or should *We* elect to treat it as a total loss, the current *Certificate of Insurance* must be returned to *Us* before *We* make any payment in respect of the loss.
- 2 If *You* wish this Insurance to continue following a change of *Your Car*, *You* must give *Us* full details of its replacement. Before taking possession of *Your* replacement *Car* **You will need to obtain a cover note**.
- 3 *You* are required to take all reasonable precautions to safeguard *Your Car* from loss or damage and maintain *Your Car* in a sound, safe and efficient condition. *We* shall have at all times free access to allow an authorised representative to examine *Your Car*.
- 4 *We* will **not** provide Insurance to anyone entitled to Insurance under any other Insurance policy.
- 5 *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*.

If *You* cancel this Insurance within the *Cooling Off Period* a full refund of the premium will be made provided that no claim has been made.

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.

- 6 *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.

- 7 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*.

- 8 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*.

- 9 *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.

- 10 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.

- 11** Your policy is extended to provide cover when your vehicle is being used for driving tuition or driving test purposes. When your vehicle is being used for these purposes, the driver under instruction or examination must be accompanied by a Driving Standards (DSA) Approved Driving Instructor (ADI), Prospective Driving Instructor (PDI) or Test Examiner.

It is a General Condition that your vehicle must be fitted with active dual controls at all times, otherwise your policy cover is inoperative.

Your policy is extended to provide cover for you and/or your employees permitted to drive by the current Certificate of Insurance against you/their liability to pupil driving under instruction when you or that employee are using your vehicle as an instructor whilst a passenger, for the purpose of Driving Instruction.

Excesses for young or inexperienced drivers do not apply whilst your vehicle is being driven, or is for the purpose being driven, in the charge of a pupil under instruction or examination accompanied by a registered Driving Instructor or Driving Test Examiner.

- 12** 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** **Amendment of Personal Benefits**

Sections 9 and 11 are amended to apply to the person(s) named against this *Endorsement* number.

### **Endorsement No. 04** **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. 05** **Engine Immobiliser/Tracking Device**

We will **not** provide Insurance unless *Your Car* is fitted with an engine immobiliser 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 Car* is left unattended.

### **Endorsement No. 06** **Protected No Claim Discount**

Subject to payment by *You* and acceptance by *Us* of the appropriate premium, the maximum level of No Claim Discount will be preserved provided that **not** more than two claims are made or arise during a period of three consecutive years.

### **Endorsement No. 07** **Excess – Damage Fire and Theft** **(In all)**

*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* does **not** operate in addition to any other *Excess* which may be applied or 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. 08**  
**Dual Controls**

We will only provide the cover described in the insurance document if the vehicle is fitted with active dual controls whilst the insured *Car* is being used for tuition or examination.

**Endorsement No. 09**  
**Drivers Covered**

This insurance is extended to provide cover when the insured *Car* is:

- i) being used for driving tuition or test purposes.
- ii) being driven or is for the purpose of being driven in the charge of an unlicensed driver aged 14 or over and is being used where a driving licence is not required by law providing that at all times the driver under instruction or examination is accompanied by a Driving Standards Agency (DSA) Approved Driving Instructor (ADI), a Prospective Driving Instructor (PDI) or a Test Examiner.

In addition:

- iii) whilst the insured *Car* is being driven or is for the purpose of being driven in the charge of a pupil under instruction accompanied by a registered driving instructor or driving test examiner the young and inexperienced driver *Excess* will NOT be applied in addition to any other excesses applicable to this policy.
- iv) This insurance is extended to provide cover to *You* and/or any employee permitted to drive by the current *Certificate of Insurance* against *Your/their* legal liability to pupils driving under instruction when you or that employee are using any motor *Car* as an instructor whilst a passenger for the purposes of driving tuition.

**Endorsement No. 10**  
**No SD&P use for drivers under 25**

The social domestic and pleasure benefits of this insurance shall NOT operate whilst *Your Car* is being used by or is in the charge of any person under the age of 25 years of age.

**Endorsement No. 11**  
**Excess – Protected No Claims Bonus**

*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).



## 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 the 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 the 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](http://www.askmid.com)

### **Financial Services Compensation Scheme**

*We* are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if *We* cannot meet *Our* obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

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

Tel: 020 7892 7300  
Fax: 020 7892 7301  
E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

### **Complaints Procedure**

*We* are dedicated to providing *You* with a high quality service and *We* want to ensure that *We* maintain this at all times. If *You* feel *We* have not offered *You* a first class service please write and tell *Us* and *We* will do *Our* best to resolve the problem.

In the first instance please contact *Your* broker or agent from whom *You* bought *Your* policy of insurance. Alternatively contact:

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](mailto:davidharvey@bginsurance.co.uk)

In the unlikely event *You* remain dissatisfied, please contact the insurer at the below address:

The Compliance Manager  
Enterprise Insurance Company Plc  
R22-26 Ragged Staff Wharf  
Queensway Quay  
Gibraltar  
or email: [info@eigplc.com](mailto:info@eigplc.com)

Enterprise will consider *Your* complaint and give *You* a final response within 8 weeks of receiving *Your* complaint.

In the event *You* wish to pursue matters further *You* may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and small organisations; further information is available from:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Helpline: 0845 080 1800  
Switchboard: 020 7964 1000  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)