



ENTERPRISE  
INSURANCE  
COMPANY. PLC

## Classic/Kit Car Policy

Welcome to our Classic/Kit Car Policy in association with Sureterm Direct Limited

This insurance is underwritten by Enterprise Insurance Company Plc. "Enterprise" is a company registered in Gibraltar, Registered Number 89698, with a registered office at Suite 3, 2<sup>nd</sup> 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.

**Your policy** is a contract between **us** and **you**. The policy document, current **schedule** and any endorsements combine to show the extent of **your** cover.

The information and any statement of facts provided in the proposal form and the declaration, which **you** have signed, have been relied upon by **us** in entering into this contract.

**We** agree to insure **you** subject to the terms, conditions, definitions, limitations and exclusions contained or endorsed in this **policy** against liability, loss or damage that may occur during any **period of insurance** for which **you** have paid or agreed to pay the premium and is directly sustained in connection with the **vehicle** shown in the **schedule**.

For and on behalf of **Enterprise Insurance Company plc**.

(Andrew Flowers – Managing Director)

Please read the policy, **schedule** and any endorsements to make sure they provide the cover **you** require.

If they are not correct, or do not meet **your** needs, please immediately return this policy document to the person who arranged this insurance for **you**.

**Your** policy is designed to be amended easily and **we** will issue a new **schedule** or endorsement each time the policy is altered. **You** must also tell **us** if at any time the sums insured shown in the **schedule** are not enough. Following a claim **we** can make a cash payment, carry out the necessary repairs, or replace the item.

Before **you** accept **our** policy, **you** have 14 days to review **your** policy wording and consider its full terms. If **you** are not totally happy with the policy and have not made a claim, simply write to **Sureterm Direct** at the address detailed in the Service Commitment section requesting that **your** insurance is cancelled and that any monies paid be returned. **You** must return any cover note or certificate of insurance that has been sent to **you**. **We** will then cancel **your** insurance. This insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this insurance is governed by English law.

Please keep **your** policy wording in a safe place. **You** may need to read it if **you** need to make a claim or if **you** need help.

## Our Service Commitment

We always aim to provide a high standard of service. However, if you have any cause to complain about **your** insurance, or **us**, please contact **your** intermediary (Sureterm Direct) who fully administers the insurance on **our** behalf. Sureterm Direct can be contacted in the following ways:

- By telephoning Customer Services

0845 20 20 230

- By fax

0845 20 20 250

- By e-mail

[complaints@sureterm.com](mailto:complaints@sureterm.com)

- In writing

Compliance Officer  
Sureterm Direct Limited  
Sureterm Business Centre  
Sovereign Court  
Ermine Business Park  
Huntingdon  
Cambridgeshire  
PE29 6YL

If **you** are not satisfied with the response from Sureterm Direct, please contact Enterprise at the following address:

Enterprise Insurance Company plc  
Suite 3  
2<sup>nd</sup> Floor  
Icom House  
1-5 Irish Town  
Gibraltar

If **you** are not satisfied with the final response from Enterprise, or if you have not received a response within eight weeks of your initial contact, **you** may contact the Financial Ombudsman Service. Their details are:

Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London  
E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**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 circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority or the FSCS. The latter can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 020 7892 7300.

**You** can check the above details on the Financial Services Authority Register by visiting the FSA website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

## **Definitions**

Certain words in **your** policy wording are printed in bold type and these words and expressions have been given specific meanings as follows.

### **We, Us, Our, Company**

The underwriters for this policy are Enterprise or Enterprise Insurance Company plc. Registered in Gibraltar No 89698.

The registered office of Enterprise Insurance Company plc:  
Suite 3, 2<sup>nd</sup> Floor  
Icom House  
1-5 Irish Town  
Gibraltar.

### **You, Your, Policyholder**

The persons named in the **schedule**.

### **Geographical limits**

- i) United Kingdom of Great Britain and Northern Ireland (England, Scotland, Wales, Northern Ireland) the Isle of Man and the Channel Islands.
  - ii) The European Union (EU), Norway, Switzerland (including Liechtenstein) and Andorra but only for any period of no more than 240 days in any one **period of insurance**.
- NB: All North African countries are excluded.

### **Period of insurance**

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

### **Your vehicle or the insured vehicle**

Any vehicle specified in the schedule or described in the current certificate of motor insurance (and under section 1 only, an attached caravan or trailer).

### **Risk address**

**Your home** or an alternative address **you** have given **us** and which **we** have accepted regarding where the vehicle will normally be kept overnight.

### **Home**

Within the boundaries of **your** permanent place of residence or **your immediate family** permanent place of residence but excluding communal parking areas and any public road or highway.

### **Immediate family**

Mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles.

### **Excess**

The amount that **you** will have to pay towards the cost of a claim. **You** should be aware that if more than one **excess** applies, **we** will add these together.

### **Schedule**

The document **we** give **you** which makes the policy valid and shows **your** name, details of **your** address, the vehicle and the policy number.

### **Endorsement**

A change in the terms of the insurance which replaces the standard insurance wording and is printed on, or issued with, the schedule or a revised schedule.

## **Making a claim**

If **you** wish to make a claim, **you** need to contact the intermediary who arranged cover for **you**, who will notify **us** of **your** claim. Please call the **24 hour claims helpline – 0844 544 7656** to provide the details and to get advice on the next steps.

### **Claims procedures and conditions:**

When submitting a claim form **you** must give **your** policy number.

When **you** become aware of an event which may result in a claim under this policy:

#### **1      You must**

- a)      provide in writing full details of any injury or loss or damage as soon as possible and in any event within
  - seven (7) days if caused by riot or civil commotion; or
  - thirty (30) days if from any other cause
  
- b)      tell the police immediately if loss or damage has been caused by theft, attempted theft or malicious act or vandalism and help **us** get back and identify the property
  
- c)      immediately send **us** every letter, claim, writ or summons without answering them
  
- d)      supply at **your** own expense, all reports, certificates, plans, specifications, quantities information and help **we** ask for
  
- e)      give **us** all information, help and evidence **we** need, including the provision of written estimates and proof of ownership and value, where required. **You** must pay any costs involved in doing this.

#### **2      You must not**

- a)      leave any property for **us** to deal with.
  
- b)      dispose of any damaged items until **we** have had the chance to inspect them.
  
- c)      repair any damaged items until **we** have had the chance to inspect them.
  
- d)      admit liability or promise to make a payment without **our** prior written permission.

#### **3      We may do the following.**

- a)      Keep the **insured vehicle** and deal with the salvage in a reasonable way.
  
- b)      Negotiate, defend or settle (in **your** name and on **your** behalf) any claim made against **you**.
  
- c)      Prosecute (in **your** name for **our** own benefit), any other person in respect of any amount **we** have paid or must pay.
  
- d)      Appoint a loss adjuster to deal with the claim.

e) Arrange to repair the damage to the **insured vehicle**.

4 **You** may do the following without prejudicing **your** position.

a) Carry out temporary emergency repairs to make good the **insured vehicle** following damage caused by an insured peril.

**Our** acceptance of liability for any such temporary repair will always be subject to the terms and conditions of the policy.

5 **Our** rights.

a) **We** may take, or ask **you** to take, any action necessary to get back, from anyone else, any costs **we** have to pay under this policy. **We** may do this before or after **we** pay **your** claim;

b) **We** may take over the defence or settlement of a claim against **you** by another person.

6 Contribution - other insurances.

If **you** have any other insurance policies which cover the same loss, damage or liability as this policy, **we** will pay only **our** share of the claim.

**Important Note:**

**Our** liability under this insurance depends on the cover **we** have agreed to give **you** if **you** have paid the required level of premium.

**Cover**

**Your** schedule shows the specific level of cover **you** have requested. Below are all of the options for levels of cover and a note of the sections of this document which apply to that level of cover:

- Comprehensive (also known as Comp) - all sections apply.
- Third party, fire and theft (also known as TPFT) - sections 1,2 and 8 apply.
- Third party only (also known as TPO) - section 1, section 2 (except fire and theft) and section 8 apply.
- Damage, fire and theft (also known as DFT) - only section 2 applies but **You** can only have this cover if the **insured vehicle** is not on a public road or in any other public place and is not being used.

The general terms, conditions and exceptions apply to all sections of the insurance.

**Use**

This policy only covers the **insured vehicle** if it is being used in the way specified in **your** certificate of motor insurance and any associated endorsement(s).

The following uses are not covered.

- Racing, pace-making or being in any contest or speed trial or any rigorous reliability testing on **your insured vehicle** (apart from road safety rallies and treasure hunts)
- Using **your insured vehicle** on any race track or circuit, other than accidents to which the Road Traffic Act applies
- Any purpose connected with the motor trade, unless this use is described in your certificate of motor insurance
- Hiring - letting out **your insured vehicle** in return for a sum of money
- Carrying and transporting passengers or goods for a sum of money

## **Section 1 - Liability to others**

### **1.1 Driving the insured vehicle**

We will insure **you** for all the amounts **you** may be legally liable to pay for:

- death or injury to other people; or
- damage to property;

as a result of any accident **you** have while **you** are driving, using or in charge of the **insured vehicle**.

### **1.2 'Driving Other Vehicles' extension**

If **you** have this extension to **your** cover, it will be specifically detailed on **your** certificate of motor insurance. It is important that **you** do not assume that the extension is automatically included.

The extension, if applicable, allows you to drive any private car that you do not own and have not hired under a hire purchase or leasing agreement, as long as you have the owner's permission to drive the vehicle and as long as the vehicle is insured elsewhere.

You are not insured against the following:

- Any loss or damage to the vehicle you are driving
- Any event which occurs outside of the United Kingdom
- Any liability if you no longer have possession of the insured vehicle
- Any event which occurs when the insurance is not in the name of an individual person

### **1.3 Other people driving or using the insured vehicle**

The following people are also covered to drive the **insured vehicle**

- Any person **you** allow to drive or use the **insured vehicle**, as long as this is allowed by **your** current certificate of motor insurance and has not been excluded by an endorsement, exception or condition
- Any person who causes an accident while travelling in or getting into or out of the **insured vehicle** as long as **you** ask us in writing, after the accident to indemnify the passenger

### **1.4 Limits of indemnity to property damage**

The most **we** will pay for damage to property is £20,000,000 for any one claim or claims arising out of one incident. The most **we** will pay for costs and expenses arising from property damage is £5,000,000 for any one claim (or claims) arising out of one incident.

If there is a property damage claim made against more than one person covered by this insurance, **we** will first deal with any claim made against **you**.

### **1.5 Business use**

If **your** certificate of motor insurance allows business use, **we** will insure **your** employer or business partner against the events shown above under 'Driving the insured vehicle' while you are working for that employer or partner, but not while using a vehicle provided by the employer or partner unless that vehicle is shown in the schedule.

### **1.6 Legal personal representatives**

After the death of anyone who is covered by this insurance, **we** will deal with any claim made against that person's estate, provided that the claim is covered by this insurance.

## 1.7 Costs and expenses

### 1.7.1 Legal Expenses

If **we** first agree in writing, **we** will pay:

- solicitor's costs if anyone **we** insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- reasonable costs for legal services to defend anyone **we** insure against any prosecution arising from any death; and
- all other legal costs and expenses **we** agree to

**We** will only pay these legal fees if they arise from an accident that is covered under this insurance.

### 1.7.2 Emergency medical treatment – compulsory cover

**We** will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers. If this is the only payment **we** make, it will not affect any no claim bonus used on this policy. This cover must be provided under the Road Traffic Acts.

## 1.8 European Union (E.U.) - compulsory cover

*(Please also refer to **Section 8 – Foreign Use** and the **Geographical limits** outlined in the **Definitions** section of this policy)*

**We** will provide the minimum insurance needed by the relevant law to allow **you** to use the **insured vehicle**:

- in any country which is a member of the EU; and
- in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

The cover shown in **your** schedule will automatically apply, for up to 60 days, when **you** travel to a country within the EU, Norway, Switzerland (including Liechtenstein) or Andorra.

**NB: All North African countries are excluded and are not covered under this policy.**

If **you** are travelling to any other country and **you** need the cover shown in the schedule, **you** must tell us in writing and pay an extra premium for the cover .

## 1.9 Towing

Under this section **we** will insure **you** while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

**We** will not pay any claim arising from the following.

- Damage to or loss of the towed caravan, trailer or broken-down vehicle
- Damage to or loss of any property being carried in or on the towed caravan, trailer or broken-down vehicle
- A caravan, trailer or broken-down vehicle being towed for reward
- If more than one caravan, trailer or broken-down vehicle is being towed at any one time.

**We** will only provide cover if:

- the caravan, trailer or vehicle is properly secured to the **insured vehicle** by towing equipment manufactured for the purpose; and

- the method of towing the caravan, trailer or vehicle stays within the manufacturer's recommended towing limits and any other relevant law

### 1.10 Exceptions to section 1

This section of **your** insurance does not cover the following:

- Anyone covered by any other insurance
- Loss of, or damage to any property belonging to (or in the care of) any person claiming under this section of the insurance
- Loss of or damage to any motor vehicle covered under this insurance
- Death of or bodily injury to any person arising out of and in the course of their employment by the **policyholder** or by any other person claiming under this insurance. This does not apply if **we** need to provide cover due to the requirements of relevant laws
- Any liability, loss or damage arising directly or indirectly from acts of terrorism (as defined in the UK Terrorism Act 2000) unless **we** need to provide the minimum insurance needed under the Road Traffic Act

## **Section 2 - Loss of or damage to your vehicle**

This cover only applies to the **insured vehicle**:

**We** will insure the insured vehicle against loss or damage (less any excess that applies) caused by:

- accidental or malicious damage and vandalism;
- fire, lightning, self-ignition and explosion; or
- theft or attempted theft, or taking the **insured vehicle** away without **your** permission

### 2.1 Accessories and audio, visual or telephone equipment

The **insured vehicle's** spare parts and fitted accessories are insured in the same way, (this includes the maker's tool kit and the vehicle's safety equipment). **We** only provide this cover if the spare parts and accessories are only used with the **insured vehicle**, are kept in or on the **insured vehicle** and fall within the maximum amount **we** pay.

Permanently-fitted audio, visual and telephone equipment is also insured against loss or damage, but **we** will only pay the market value of the equipment at the time of the loss or damage. **We** will only pay up to £400 for items which are not the manufacturer's standard fitted equipment. **We** will not pay for loss of or damage to cassettes, compact or mini discs, DVDs or accessories used with the audio, visual or telephone equipment.

For a claim under this section **we** may either:

- pay for the damage to be repaired; or
- pay an amount of cash to replace the lost or damaged item

The most **we** will pay will be the smaller amount of either:

- the market value of the **insured vehicle** immediately before the loss (including its accessories and spare parts) up to the value shown in the schedule; or
- the cost of repairing the **insured vehicle**

**We** will not pay the cost of any repair or replacement which improves the **insured vehicle** or accessories to a better condition than they were in before the loss or damage. If this happens **you** must make a contribution towards the cost of repair or replacement.

## **2.2 Transport after an accident**

If the **insured vehicle** cannot be driven after an accident, **we** will pay the reasonable cost (where necessary) of taking the **insured vehicle** to a repairer near to the **insured vehicle's** location, and returning it after the repair to **your** last known address. Do not attempt to move the **insured vehicle** yourself if this could increase the damage. If unnecessary damage is caused as a result of attempts to move the **insured vehicle**, **we** will not pay any extra cost arising from that damage.

## **2.3 Repairs**

Repairs can be arranged quickly by using our **24-hour helpline**. Call us on **0844 544 7656**.

If the **insured vehicle** can be driven safely and is damaged in a way which is covered by this insurance, **you** must send us a fully completed accident report form. **You** must also send two estimates from different garages so that **we** can decide on a suitable repairer.

If the **insured vehicle** cannot be driven safely after an accident, **you** may arrange for repairs to be started if **you** first get an estimate and immediately send it to **us** with a full report of the incident.

**We** may arrange for **your** vehicle to go to a repairer of **our** choice if **we** cannot reach an agreement with the repairer over costs.

## **2.4 Total loss (write-off)**

If the **insured vehicle** is considered to be a write-off (i.e. if the cost of repair is greater than the market value of the **insured vehicle**), **we** will offer you an amount as compensation. This insurance for the **insured vehicle** will end when **you** accept that offer.

Before **we** pay the compensation, if **we** ask, **you** must:

- return the certificate of motor insurance
- return the schedule
- pay the balance of the annual premium (if paying by instalments)

The vehicle then becomes **our** property. At our discretion, **we** may decide to let the insurance continue on a replacement vehicle.

## **2.5 Financial interest**

If the **insured vehicle** belongs to someone else, or is part of a hire purchase or leasing agreement, **we** will normally pay an amount for the total loss of the **insured vehicle** to the vehicle's legal owner.

## **2.6 Windscreen damage (comprehensive cover only)**

**You** may claim for damage to **your** vehicle's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen. This benefit does not apply to damaged sun roofs, roof panels, lights or reflectors, whether glass or plastic.

Please refer to the Schedule for confirmation of the excess applicable for this type of claim and for any limits to the amount you can claim for this type of damage. A lower excess may be payable by

**you** if the repair or replacement is carried out by the authorised windscreen replacement company that **we** recommend.

If **we** pay under this part of **your** insurance, this will not affect any 'no claim bonus' used on this policy.

## 2.7 New vehicle replacement

If the **insured vehicle** is less than one year old from the date of **you** buying it new and it is either:

- stolen or lost and not recovered; or
- damaged so that repairs will cost more than 50% of the manufacturer's Recommended Retail Price (including taxes);

**We** will replace the **insured vehicle** with a new vehicle of the same make, model and specification, if one is available. If one is not available, **we** will pay an amount equal to that which was paid when **you** bought the vehicle, or the current manufacturer's Recommended Retail Price (including taxes), whichever is less.

The lost or damaged vehicle will then belong to **us**. (**We** will only provide this benefit if **you** ask for it and anyone with a financial interest in the **insured vehicle** agrees. The insurance must be in the name of an individual.)

## 2.8 Excesses

If an excess is shown in the schedule, **you** must pay that amount for each incident of loss or damage on this policy.

In addition to any compulsory or voluntary excesses detailed on the Schedule, if the **insured vehicle** is damaged while a young or inexperienced person (including **yourself**, if applicable) is driving **you** will have to pay the first part of the cost as shown below. **You** will not have to pay the amounts shown above if the loss or damage is caused by fire or theft.

Excess applies to:	Value of excess
Driver aged 25 years of age or over but who have a provisional driving licence or who have not held, for 12 months or more, a full driving licence issued by any country which is a member of the European Union	£200

## 2.9 When the insured vehicle is being serviced

The cover provided under this section will still apply when the **insured vehicle** is being serviced or repaired. While the **insured vehicle** is in the hands of the motor trade for a service or repair **we** do not apply any restrictions on driving or use (as shown in **your** certificate of motor insurance).

### Loss of or damage to other vehicles

**We** will not cover loss of or damage to any vehicle which **you** are driving or using, which does not belong to **you**, is not being bought by **you** under a hire purchase agreement or is leased to **you**, (unless that vehicle is shown in the schedule).

## 2.10 Exceptions to section 2

**This section of your insurance does not cover the following:**

- The amount of any excess shown in the schedule
- An amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle)
- Wear and tear to the **insured vehicle**
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment
- The **insured vehicle's** value reducing, including loss of value as a result of damage, whether repaired or not
- Repairs or replacements which improve the condition of the **insured vehicle**
- Damage to tyres, unless caused by an accident to the **insured vehicle**
- Damage due to liquid freezing in the cooling system, unless **you** have taken reasonable precautions as laid down by the vehicle manufacturer's instructions
- Any amount over the last known list price of any part or accessory, plus the reasonable cost of fitting the part or accessory, if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom
- Loss of or damage to the **insured vehicle** by someone who got it by fraud or deception
- Loss resulting from repossessing the **insured vehicle** and returning it to its rightful owner
- Loss of or damage to the **insured vehicle** or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
  - it has been left unlocked;
  - it has been left with the keys in it;
  - it has been left with the windows, roof panel or the roof of a convertible vehicle open; or
  - reasonable precautions have not been taken to protect it from loss or damage

### Section 3 - Medical expenses

**We** will pay up to £500 for each person for the medical expenses of anyone who is injured as a result of an accident occurring while they are in the **insured vehicle**.

### Section 4 - Personal accident benefits

**We** will pay the following amounts if **you** or **your** husband, wife or civil partner accidentally receives an injury or is killed and within three months of the accident it is the only cause of that death or injury.

Type of injury	Amount we will pay
Death	£3500
Loss of any limb	£1500
Permanent blindness in one or both eyes	£1500

To be eligible for a payment, the injury or death must:

- be directly connected with the **insured vehicle's** accident; or

- have happened when **you** or **your** husband, wife or civil partner were travelling in, or getting into or out of, any other private motor vehicle

The most **we** will pay in any one period of insurance is £3,500 and the payment will be made to **you** or **your** legal personal representative.

If **you** or **your** husband, wife or civil partner have any other insurance contract with **us**, **we** will only pay out under one contract.

**This personal accident benefit does not apply to:**

- anyone who is 70 or older at the time of the accident;
- death or bodily injury caused by suicide or attempted suicide; or
- incidents unless the insurance is in an individual's name

### **Section 5 - Personal belongings**

**We** will pay up to a total of £100 for personal belongings in or on the **insured vehicle** if they are lost or damaged because of an accident, fire, theft or attempted theft.

**This personal belongings cover does not apply to:**

- money;
- goods or samples connected with your work;
- property insured under any other contract; or
- property that was not reasonably protected

NB: If the **insured vehicle** is a motorhome, please refer to the Schedule for the policy limits, terms and conditions as they may vary.

### **Section 6 – Damage to your garage**

**We** will pay **you** for damage to **your** garage, caused by fire or explosion, if:

- the insured vehicle is in the garage at the time; and
- the garage is not insured under any other insurance

The most we will pay under this section is £2,500.

### **Section 7 - Loss of Vehicle Excise Licence (vehicle tax disc)**

**Your** policy does not include cover for loss of road fund licence.

If the **insured vehicle** becomes a write-off due to fire or theft, **we** advise **you** to contact DVLA to report **your** road fund licence lost or damaged.

### **Section 8 - Foreign use**

*(Please also refer to Section 1.8 and the **Geographical limits** outlined in the **Definitions** section of this policy)*

**We** will automatically provide cover when **you** visit any country which is a member of the European Union (EU), Norway, Switzerland (including Liechtenstein) or Andorra. There is no limit on the number of trips you make in any period of insurance but each trip must be for no more than 60 days.

This cover only applies if:

- **you** are resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man; and
- **your** visit to the countries outlined in the **Geographical limits** for this policy is temporary

If **you** want to travel to any other country, **you** must contact **your** intermediary and if **we** agree and **you** pay **us** any extra premium **we** ask for, **we** will extend your cover so that the following benefits apply:

- **Insurance cover**

This insurance is extended to apply to claims occurring:

- in any country which **we** have agreed to provide cover for; and
- while the **insured vehicle** is being transported (including loading and unloading) between ports in countries where **you** have cover, as long as the vehicle is being transported by rail or by a recognised sea route of not more than 65 hours.

- **Customs duty and other charges**

If the **insured vehicle** suffers any loss or damage covered by this insurance, and the vehicle is in any country which **we** have agreed to provide cover for, **we** will do the following:

- Refund any customs duty **you** have to pay after temporarily importing the **insured vehicle** into any of the countries where **you** have cover
- Refund any general average contributions and salvage charges **you** may have to pay while the **insured vehicle** is being transported by a recognised sea route.
- If the **insured vehicle** cannot be driven because of any loss or damage, **we** will pay the reasonable cost of delivering the **insured vehicle** to **you** at **your** address after the repairs have been made

## Help and advice

Before **you** take **your** first trip to a country in the EU, **you** should contact **your** intermediary for useful information about driving in Europe. The information they send **you** will include addresses of who to contact if **you** have an accident and a European Accident Statement Form to fill in. **You** must remember to take all of this information with **you** when **you** travel, and keep it in a safe place ready for any future trips.

## **General Policy Terms**

### ➤ **No Claim Bonus**

It is important that **you** check the Schedule to confirm if no claim bonus is being used, accrued and could be affected by any claim on this policy. If you are unsure, please check this with your intermediary.

If a claim is not made under this insurance during the periods shown below, **we** will apply the following discount to **your** renewal premium:

<b>No. of years with no claim</b>	<b>Discount/reduction</b>
One year	30%
Two years	40%
Three years	50%
Four years	60%

If only one claim is made in any period of insurance, and if the terms and conditions do not change, any no claim bonus which **you** have earned will be reduced at **your** next renewal as follows:

<b>Discount reduced from:</b>	<b>To:</b>
60%	40%
50%	30%
40%	30%
30%	NIL

If two or more claims are made in any period of insurance, **you** will lose **your** no claim bonus. If more than one vehicle is covered by this insurance, **we** will assess the no claim bonus for each vehicle. If the **insured vehicle** is written off, and **you** transfer the insurance to a replacement vehicle, **we** will not transfer any 'no claim bonus' unless **we** agree otherwise. **Your** 'no claim bonus' cannot be transferred to another person.

### ➤ **Glass damage**

If the only claim **you** make is for broken glass in the **insured vehicle's** windscreen or windows, including bodywork scratched by the breakage, it will not affect **your** 'no claim bonus', if applicable to this policy.

### ➤ **Emergency medical treatment**

Any payments **we** make for emergency medical treatment will not affect your 'no claim bonus', if applicable to this policy.

### ➤ **Payments for journeys (Vehicle sharing)**

**You** can accept payments from passengers in the **insured vehicle** if **you** are giving them a lift for social or other similar purposes. Accepting these payments will not affect **your** insurance cover if:

- the **insured vehicle** cannot carry more than 9 people (including the driver);
- **you** are not carrying the passengers in the course of a business of carrying passengers; and
- the total of the payments **you** receive for the journey does not provide a profit

➤ **When the insured vehicle is not in use**

If **you** have insurance cover under section 2, and:

- **you** will not be able to use the **insured vehicle** for more than 30 continuous days (as long as this is not because of loss or damage **you** are claiming for); and
- the **insured vehicle** will not be on a public road or in any other public place;
- the cover provided by this document can be reduced to cover loss or damage by fire or theft only

We will return part of **your** premium to take account of the limited cover. We will work out the refund from the date we receive the certificate of motor insurance

➤ **Changing or adding a vehicle to this insurance**

If **you** change the vehicle covered by this insurance, or get an extra vehicle which **you** want cover to apply to, **you** must tell us in writing and **we** must agree before cover can start. (**We** may ask **you** to return **your** certificate of motor insurance.) **We** will give **you** advice on any change in premium and **we** will send **you** a new schedule confirming **our** acceptance.

If **you** do not need any further insurance cover, as long as **you** return the certificate of motor insurance to **us**, the cover will automatically end except where **you** still need cover for fire and theft risks, as provided under section 2. (See above - **When the insured vehicle is not in use.**)

➤ **Change of ownership**

If **you** sell **your** vehicle **you** may transfer the insurance to the new owner, as long as **we** have approved the new owner in writing, and **you** return the current certificate of motor insurance.

### **General exceptions**

**These general exceptions apply to the whole insurance**

**Your insurance does not cover the following:**

1. Any liability, loss or damage arising while any vehicle covered by this insurance is being:
  - used for a purpose which the vehicle is not insured for;
  - driven by, or is in the charge of, anyone who is not mentioned in the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
  - driven by anyone (including **you**) who **you** know is disqualified from driving, or has never held a licence to drive the vehicle, does not keep to the conditions of their driving licence or is prevented by law from having a licence (unless they do not need a licence by law);
  - used in or on restricted areas of airports or airfields. **We** will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.
2. Any liability, loss or damage that is also covered by any other insurance.
3. Any liability, loss or damage that happens outside the United Kingdom (apart from when travelling in a member country of the EU, Norway, Switzerland (including Liechtenstein) or Andorra, or unless **you** have paid an extra premium to extend **your** cover outside the United Kingdom). (See section 8 - Foreign use.) All North African countries are excluded and are not covered under this policy.
4. Any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.

5. Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military or usurped power (except where **we** need to provide cover to meet the minimum insurance required by the relevant law).

6. Direct or indirect loss, damage or liability caused by, contributed to or arising from:

- earthquake;
- riot or civil commotion occurring in Northern Ireland or outside the United Kingdom, (except where we need to provide cover to meet the minimum insurance required by the relevant law);
- ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly;
- carrying any dangerous substances or goods which **you** need a licence from the relevant authority for (except where **we** need to provide cover to meet the minimum insurance required by the relevant law); or
- pressure waves caused by aircraft and other flying objects

7. Any proceedings brought against **you**, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of **your** vehicle being used in a foreign country which **we** have agreed to extend this insurance to cover.

8. Any liability for death, injury, illness or loss of or damage to property, arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the period of the insurance.

**We** will treat all pollution or contamination arising from one incident as having happened at the time of the incident.

This insurance does not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances or as a result of leaks from the **insured vehicle** caused by a failure to properly maintain it.

This exception does not apply where **we** need to provide the minimum level of cover necessary by law.

### **General conditions**

1. **We** will only provide the cover described in this insurance if:

- anyone claiming protection has met all the conditions in this document;
- the information you gave on your proposal form, declaration or statement of insurance is, as far as you know, correct and complete

2. **Your** premium is based on the information **you** supplied at the start of the insurance and when it is renewed. If **you** have failed to give **us** complete and accurate information, this could lead to **your** claim being denied or the insurance not being valid.

3. If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end.

4. If **you** or anyone acting on **your** behalf provides false or stolen documentation in support of a claim, **we** will not pay the claim and this insurance will end.
5. After any loss, damage or accident **you** must give **us** full details of the incident, in writing, as soon as possible. **You** must also give **us** any information and assistance that **we** may ask for.
6. **You** must send every communication about a claim (including any writ or summons) to **us** without delay and unanswered. **You** must also tell **us** if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance. **You** must not admit to, negotiate on or refuse any claim unless **you** have permission from **us**.
7. All reasonable steps must be taken to protect the **insured vehicle** from loss or damage and to maintain it in an efficient and roadworthy condition. **We** must be allowed to examine the **insured vehicle** at any reasonable time.
8. **We** can:
  - take over, conduct, defend or settle any claim; and
  - take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance

**We** will take this action in **your** name or in the name of anyone else covered by this insurance. **You**, or the person whose name **we** use, must co-operate with **us** on any matter which affects this insurance.
9. If **we** accept **your** claim, but disagree with the amount due to **you**, the matter will be passed to an arbitrator who **we** both agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.
10. **We** or **your** intermediary may cancel this insurance by sending 7 days' notice, in writing, to your last known address (and in the case of Northern Ireland also to the Department of the Environment, Northern Ireland). **We** will refund the part of **your** premium which applies to the remaining period of the insurance. The refund will be issued by **your** intermediary.
11. **You** may cancel this insurance at any time by telling **us** in writing and by sending back **your** certificate of motor insurance and the schedule. If a claim has not been made in the current period of insurance, **we** will work out the charge for the time **you** have been covered by **your** insurance (using **our** short-period rates shown in the table below) to the date **we** receive your certificate. **We** will then refund any amount **we** owe **you**. If a claim has been made, **we** will not give you a refund.

Period of cover	Up to 1 week	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 6 months	Up to 8 months	Over 8 months
% of annual premium for that period	15%	25%	30%	50%	60%	75%	90%	Full premium
% of refund	85%	75%	70%	50%	40%	25%	10%	NIL

12. If, under the law of any country which this insurance covers **you** in, **we** must settle a claim which **we** would not otherwise have paid, **we** may recover this amount from **you** or from the person who made the claim.

13. If **you** have agreed to pay **your** premium under an instalment plan, the following will apply:

- **If you do not pay an instalment at renewal -**  
If **you** do not pay the instalment due when **you** renew the policy, all cover under this contract will end from that date. **You** must then return **your** certificate of motor insurance to us.
- **If you do not pay your instalment at any other time -**  
If **you** do not pay an instalment when it is due, **we** may refuse to pay any claim arising from an event which happens on or after that date. If **you** do not pay a previously unpaid instalment when **we** ask a second time, **we** will cancel this contract from the due date of the first unpaid instalment. All cover under this contract will end and **you** must return **your** certificate of motor insurance to **us**.
- If **your** vehicle is written off before **you** have paid all **your** instalments, and **we** agree to pay **your** claim, the amount **you** owe for the year's premium will be taken from the claim payment.
- If any extra premium is needed during the period of insurance, it will be spread out over the remaining instalments due for that year. If **you** have already paid all **your** instalments, **you** must immediately pay any extra premium when it is due.

#### 14. **Your right to change your mind**

If this insurance does not meet **your** needs, **you** may cancel it by sending written notice and returning your documents, including the certificate of insurance, to us within 14 days of receiving it. This is known as the 'Cooling-off period'.

As long as the **insured vehicle** has not been written-off as a result of a claim under this insurance, **we** will return any premium, less a charge equal to the period of cover **you** have had. However, this charge will be at least £25 plus insurance premium tax (IPT).

### **Important – telling us about changes which affect your insurance**

**You** must tell **us** as soon as possible about any changes which may affect **your** insurance and which have occurred since the insurance started or since the last renewal date. These are known as 'material' facts, as they may affect whether an insurer can continue your insurance cover following the change or, alternatively, they may affect the premium charged and/or the terms and conditions of the policy.

If **you** are not sure whether certain facts are 'material', please ask your intermediary. If **you** don't tell **us** about all relevant changes, **you** may not be insured and would not be covered for any claims that arise.

#### **Here are some examples of the changes you should tell us about:**

- A change of vehicle
- Needing to insure additional vehicle(s)
- All modifications **you** or anyone else make to the **insured vehicle** if these make the vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic)
- A change of address (postal address and/or risk address where the vehicle is kept)
- A change of job, including any part-time work by **you** or other drivers, a change in the type of business or that you or other drivers no longer work (for whatever reason)
- A change in the use of the vehicle
- A new main user of the vehicle
- Details of any driver **you** have not told **us** about before or who is excluded by the certificate of motor insurance or an endorsement but who **you** now want to drive the **insured vehicle**
- Details of any motoring conviction(s), disqualification(s) or fixed penalty motoring offence of any person allowed to drive
- Details of any future prosecutions pending for any motoring offence
- Details of any accident or loss (whether or not you intend to make a claim) involving the **insured vehicle** or that occurs while **you** are driving anyone else's vehicle
- Details if **you** or any other person allowed to drive the **insured vehicle** suffers from a notifiable condition **you** have not told the DVLA about or any condition for which the DVLA have restricted the licence

## **Endorsements**

**Important - This appendix forms part of the insurance policy.**

An endorsement only applies if the endorsement's number is shown in the relevant place in **your** Schedule. Details of all endorsements are shown either in this appendix or are supplied with **your** schedule.

If an endorsement number in the schedule is followed by an amount, the specified endorsement will be limited to the amount shown.

If an endorsement number is followed by a vehicle registration number, the specified endorsement will only apply to the vehicle which has that registration number.

If an endorsement number is followed by a person's name, or a type of person, the specified endorsement applies only to that person or type of person.

### **Endorsement number 01 - Damage, fire and theft excess**

**We will not pay** the first amount shown in the schedule for any claim under section 2 of this document. This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount which **you** may have to pay under this insurance.

### **Endorsement number 02 - Damage, fire and theft excess for specified people**

**We will not pay** the first amount shown in the Schedule for any claim under section 2 of this document for an event which happens while the **insured vehicle** is being driven by, or is in the charge of, the people named against this endorsement number. This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount which **you** may have to pay under this insurance.

### **Endorsement number 03 - All sections excess**

**We will not pay** the first amount shown in the schedule for any claim under this document. **You** only pay the amount (called the 'excess') shown in this endorsement once for each incident, regardless of the number of claims which arise from that incident. The term 'claim' includes any payment for costs, fees and other indirect expenses.

### **Endorsement number 04 - All sections excess for specified people**

**We will not pay** the first amount shown in the schedule for any claim under this document for an event which happens while the **insured vehicle** is being driven by, or is in the charge of, the people named against this endorsement number.

**You** only pay the amount (called the 'excess') shown in this endorsement once for each incident, regardless of the number of claims which arise from that incident. The term 'claim' includes any payment for costs, fees and other indirect expenses.

### **Endorsement number 05 - Amendment of cover**

**Your** cover is limited to that shown against this endorsement number for any claim from an event which happens while the people named in the schedule are driving or in charge of **your** vehicle.

#### **Endorsement number 06 - Assisted purchase**

The person or organisation named against this endorsement number has a financial interest in **your** vehicle under an Assisted Purchase agreement (a loan towards the purchase of **your** vehicle). As long as that person or organisation has a financial interest in **your** vehicle, **we** will pay any amounts which become due under section 2 (following a 'write-off' of **your** vehicle) to that person or organisation.

#### **Endorsement number 08 - Caravan endorsement**

If this endorsement applies, **you** must keep to the following conditions:

- **You** must keep an efficient fire extinguisher in **your** vehicle
- Hiring out the vehicle to any person is not covered by this insurance

#### **Endorsement number 09 - Deleted sections**

Any section or part of a section, shown by a number or description in the schedule does not apply to this insurance

#### **Endorsement number 10 - Diabetic or epileptic clause**

If the person named against this endorsement number is driving any insured vehicle when it is involved in an accident, and the accident is caused or contributed to by the failure of such person to properly carry out any prescribed treatment or report for a medical examination recommended by his or her doctor, the cover we provide for any claim arising out of the accident is limited to the minimum cover needed to meet the relevant law

#### **Endorsement number 11 - Drinks and drugs clause**

If an accident, which happens when the person named against this endorsement number is driving the insured vehicle, results in that person being convicted of an offence involving drink or drugs, or an equivalent offence under the laws of other countries where this insurance provides cover, the cover **we** provide for that accident is limited to the minimum cover needed to meet the relevant law.

#### **Endorsement number 12 - Driving exclusions**

**We** will not provide any cover while **your** vehicle is being driven by, or is in the charge of, any person under the age stated against this endorsement number

#### **Endorsement number 13 - Excluding inexperienced drivers**

**We** will not provide any cover while **your** vehicle is being driven by, or is in the charge of, any person who has continuously held a full UK or EU driving licence for less than 12 months

#### **Endorsement number 14 - Excluding commuting to and from work or study**

**We** will not provide any cover whilst the **insured vehicle** is being driven by, or is in the charge of, the person named against this endorsement number if the **insured vehicle** is being used to travel to or from their place of business, work or study

#### **Endorsement number 15 - Limited driving exclusion**

**We** will not provide any cover while the **insured vehicle** is being driven by, or is in the charge of, any person under the age shown against this endorsement number (other than a person named against this endorsement).

#### **Endorsement number 17 - Official use**

This insurance also covers the **insured vehicle** while it is being used to carry passengers for which you receive an allowance from public funds.

#### **Endorsement number 18 - Owner's endorsement**

The person or organisation named against this endorsement number owns the **insured vehicle**.

**Endorsement number 19 - Private car benefits**

Any person named against this endorsement number will have the cover provided by section 4 of this document. That person will also have the cover provided by the 'driving other vehicles' part of section 1, as long as the car does not belong to the person named or to you, and it is not hired to either under a hire purchase or leasing agreement, and that person has the owner's permission to drive it and it is insured elsewhere.

**Endorsement number 20 - Protected no claim bonus**

In return for an extra premium, if only one claim arises during any period of insurance, and **we** have reduced the premium by a maximum no claims bonus of 60%, **we** will not reduce the no claim bonus again when **you** next renew the policy.

The benefit provided by this endorsement does not apply if more than one claim arises during any period of insurance. When this endorsement applies, we will not pay the first £50 for any claim under Section 2 of this document. This amount is on top of any other excess shown in the Schedule, or any other excess that applies to section 2.

**Endorsement number 22 - Suspension of cover**

All insurance under this document is suspended until further notice.

**Endorsement number 23 - Suspension of cover other than fire and theft**

All cover, except for fire and theft as provided by Section 2 of this document, is suspended.

**Endorsement number 24 - Theft excess**

**We** will not pay the first amount shown in the schedule for any theft claim under Section 2 of this document. The amount shown is on top of any other amount which **you** may have to pay under this insurance.

**Endorsement number 25 - Third party only or Third party, fire and theft cover whilst driving unaccompanied.**

Whilst the **insured vehicle** is being driven by, or is in the charge of, the person named against this endorsement the cover will be as shown against this endorsement (unless that person is accompanied by any person or type of person described in endorsement number 27).

**Endorsement number 26 - Transfer of interest or change of title**

When the new owner of the **insured vehicle** has filled in a proposal form, all cover under this insurance is transferred to the person now shown as the insured in the schedule.

**Endorsement number 27 - Warranted accompanied**

**We** will not provide any cover whilst the **insured vehicle** is being driven by, or is in the charge of, the person named against this endorsement number (unless the person is accompanied at all times by one of the following).

- You
- A parent of the person (who is also a qualified driver)
- A qualified driving instructor or examiner
- A qualified driver who is 25 or over and has held a full (not provisional) UK or EU driving licence for at least 3 years and has not been disqualified during that period

**Endorsement number 28 - Warranted accompanied until test passed**

Once the person named against this endorsement number has passed the official UK or EU driving test, endorsement number 27 no longer applies.

**Endorsement number 29 - Warranted automatic transmission**

We will not provide any cover unless **your** vehicle is fitted with automatic transmission.

**Endorsement number 30 - Warranted wing mirrors fitted**

We will not provide any cover unless your vehicle is fitted with wing mirrors.

**Endorsement number 36 - Damage cover for trailers**

Section 2 of this document also applies to loss of or damage to any trailer (details of which have been given to us) while it is being used with **your** vehicle if:

- **you** have told us the value of the trailer;
- **we** are not liable for loss of or damage to any contents in the trailer; and
- the trailer is securely parked with the brakes on when it is not attached to the **insured vehicle**

**Endorsement number 37 - No claim bonus removed**

The 'No claim bonus' section of this document does not apply.

**Endorsement number 40 - Unlimited audio, visual or telephone equipment cover**

We have removed the limit of £400 for audio, visual and telephone equipment in Section 2. Any amount **you** must pay towards the replacement costs stays the same.

**Endorsement number 41 - Fire and theft excess**

We will not pay the first amount shown in the Schedule for any fire and theft claim made under Section 2 of this document. The amount shown is on top of any other amount which you may have to pay under this insurance.

**Endorsement number 42 - 'In all' excess**

The young or inexperienced drivers excess shown in Section 2 will not apply on top of the excess shown in endorsement number 02 for the person named against this endorsement number.

**Endorsement number 43 - Joint liability clause**

If this document is in the name of more than one person, **we** will cover each person as if an individual document had been sent to each. **We** will cover each against the liability of the other, as long as the liability, loss or damage is not covered by any other insurance.

**Endorsement number 44 - Driving other vehicles**

The person named against this endorsement number will have the cover provided for 'driving other vehicles' in Section 1. (As long as the other vehicle does not belong to the person named, or to you, and it is not hired to either under a hire purchase or leasing agreement, and that person has the owner's permission to drive it.)

**Endorsement number 99**

Wherever this endorsement number is shown in the schedule it will refer to an individual endorsement supplied with **your** schedule or which has already been issued to **you**.