

# To report a claim, call:



0344 381 4420



0344 381 4463



0344 381 4461



0344 381 4462

**Lines are open 24/7 all year round**

UK manned call centre

## IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

## Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- A like for like hire car
- Compensation for injury
- Recovery of other losses, such as loss of earnings

More information about legal cover can be found at: [www.adrianflux.co.uk/legal-expenses](http://www.adrianflux.co.uk/legal-expenses)  
Our claimsline handlers will discuss your legal cover with you.

## Reporting Fraudulent claims

If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

You can also report insurance fraud online at [www.insurancefraudbureau.org/report](http://www.insurancefraudbureau.org/report)

24/7

Claims Line

0844 888 7360



MIDAS

PERFORMANCE CAR



POLICY DOCUMENT

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## Introduction (Preamble)

This policy document is evidence of a legally binding contract of insurance between you (the Insured) and the Insurer (Enterprise Insurance Company Plc).

The contract is based on:

- The information you provided on your statement of fact, and
- any other information given either verbally or in writing by you or on your behalf, and
- any information you provided to the Insurer via your insurance intermediary's or another party's web-site at the time you applied for insurance.

You must read this policy, the schedule and the certificate of motor insurance together. The schedule tells you which sections of the policy apply. Please check all the above documents carefully to make certain they give you the cover you want.

The Insurer agrees to insure you under the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document. The insurance provided by the policy document covers any liability loss or damage that may occur within the Geographical limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium.

Nobody other than you (the Insured) and the Insurer (Enterprise Insurance Company Plc) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law. The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and the Insurer undertakes to communicate in this language for the duration of the policy.



**Andrew Flowers**  
Managing Director  
Enterprise Insurance Company Plc

You must read this document in conjunction with your policy schedule and Certificate of Insurance. If any information contained in these documents is incorrect, please contact your insurance intermediary immediately. You must also notify your insurance intermediary of any other alterations required to your policy as soon as possible.

**If you are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure described within this booklet.**

# Contract of Insurance

## The parties to this insurance

### Your insurance intermediary

The **insurance intermediary** you have asked to arrange **your** motor insurance. They will administer **your** insurance cover and act as **your** agent.

### Your insurer

The **Insurer** named in this motor insurance policy, **schedule** and the **certificate of motor insurance**. They provide **your** motor insurance cover subject to the terms and conditions set out in the policy and **schedule** and as evidenced by the **certificate of motor insurance**. The contract of insurance is between you and the Insurer.

### Claims service provider

Appointed by **your Insurer** to administer any accident or claim **you** have or wish to make under this policy of insurance. **You** should contact them straight away in the event that **you** have an accident irrespective of fault or blame.

### MIDAS Underwriting Limited

Midas is authorised and regulated by the Financial Services Authority and is a Managing Agent that manages the relationship between **your insurance intermediary** and the **insurer**.

### Your insurer is:

**Enterprise Insurance Company Plc.**

**Enterprise Insurance Company Plc** is authorised by the Financial Services Commission, Gibraltar and authorised and subject to limited regulation by the Financial Services Authority (Financial Services Authority Registration Number 402277).

## Contract of Insurance (continued)

Details about the extent of **our**, the **Insurers** and **your insurance intermediary's** authorisation and regulation by the Financial Services Authority can be checked on the Financial Services Authority's register by visiting the Financial Services Authority's website **[www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)** or by contacting the Financial Services Authority on **0845 606 1234**.

The Insurers are also members of the Association of British Insurers (ABI), the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS).

**You** should contact the **Insurer's** appointed claims service provider in the event that **you** need to make a claim. Their telephone number is shown below in **What to do in the event of an accident**. They can be contacted 24 hours a day every day.

## What to do in the event of an accident

### Regardless of blame these measures will help to protect you.

Stop as soon as possible, in a safe place. If anybody has been injured, call the police and ambulance service. If **you** have a warning triangle, place it well before the obstruction.

It is worth keeping a pen and paper in **your vehicle**, **you** can then make a quick sketch of the direction and final position of each vehicle. Write down the name, address and vehicle registration number of the other driver(s). Please also make a note of the number of passengers in each vehicle. If the police attend the scene please write down the officer's name, number and police force. If **you** have a mobile phone with **you** and it is fitted with a camera, try and take photographs to support the positions of the vehicles and the extent of damage.

If anybody has been injured **you** should obtain the insurance details of all drivers and **you** must give **your** own insurance details to anyone who has reasonable grounds for requesting them. It is most important to obtain details of all witnesses.

Do not admit responsibility, either verbally or in writing.

If for any reason **you** have not been able to exchange details with other drivers, or **you** were in collision with an animal, **you** must report the incident to the police as soon as possible and certainly within 24 hours.

**Call the 24 hour Claims Helpline – Telephone 0844 874 7758**

**For claims relating to Glass Cover (Section 3) – Telephone 0844 874 7759**

After any accident or incident telephone our 24 hour claims helpline as quickly as possible. This is regardless of whether you wish to make a claim under the policy. Delay in notifying the appointed claims service provider of an incident may invalidate your right to claim. Quote your policy number and give all the information about the incident. If your claim is due to theft, attempted theft or vandalism you must also inform the Police and obtain a crime reference number.

The benefits **you** receive will depend on the level of policy cover **you** selected but may include:

- FREE collection and delivery (except total losses)
- FREE courtesy vehicle (for the duration of repair, and providing one of our approved repairers is used)
- FREE vehicle cleaning service
- Repairs guaranteed for 3 years

## Claims handling

- i. **You** must tell the appointed claims service provider without delay about any event that could lead to a claim.
- ii. **You** must immediately send the appointed claims service provider unanswered any letter, claim, writ or summons **you** receive together with a completed accident report form.
- iii. **You** must give the appointed claims service provider all the information and assistance they require to deal with the claim and you or the person driving must not accept responsibility for any claim against **you** or make any offer or promise to pay a claim.
- iv. **You** must fully co-operate with any appointed third party claims service providers or the **Insurers** (or anyone else who acts on the **Insurer's** behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to **you** upon request to **motorsuppliers@midasuw.com**).
- v. The **Insurers** are entitled to take over, defend or settle any claim under this policy in the name of **you** or any other person covered by this policy and are entitled to take legal action in any such name to recover any payments made.
- vi. Should the **Insurer** refuse indemnity in respect of an accident due to any omission, misstatement or non-disclosure, but have a liability to pay a claim under the Road Traffic Act, then the **Insurer** will reserve the right to settle such claims or judgments, without prejudice to the **Insurer's** position under this policy, and seek reimbursement of all payments the **Insurer** make from **you**.
- vii. If the **Insurers** are required to pay a claim under the law of any country covered by this policy which they would not otherwise be liable to pay, they will seek reimbursement of any costs from **you** or the person who incurred the liability.

### **Making a glass claim (Comprehensive policyholders only)**

If **you** have suffered damage to **your** front/rear screens or side glass, please contact Motor Support Claims on **0844 874 7759**. Please also note:

- **You** must pay the standard compulsory windscreen excess of **£75 (per claim)** for replacement glass or screen, provided **you** use the **Insurer's** approved supplier.
- **You** must pay the standard compulsory windscreen excess of **£10 (per claim)** if the glass or screen can be repaired, provided **you** use the **Insurer's** approved supplier
- If **you** do not use the **Insurer's** approved supplier, cover will be restricted to **£100** after deduction of your excess
- Cover excludes repair or replacement of a sunroof or other roof glass, panoramic windscreens and lights and reflectors. This is covered under Section 2 – Loss or damage to **your** vehicle.

## Claims handling (continued)

### Fraudulent claims

The **Insurers** will not pay for any loss, damage or liability if **you** or any other person covered by this policy or anyone acting for **you** makes a claim that is fraudulent or exaggerated in any way, makes a false statement or provides false or stolen documents to support a claim. In such circumstances the **Insurer** will cancel this insurance contract without refunding any premium and will seek to recover any costs that they have incurred.

The appointed claims service provider will deal with **your** claim and claims made against **you** as quickly and fairly as possible. Please read the General Conditions in this policy document.

For the joint protection of all parties involved, telephone calls may be recorded and monitored by the **Insurers** and the appointed claim service providers.

### Notification of changes which may affect your insurance – keeping the Insurer updated

**You** should keep a complete record of all information (including copies of letters) supplied to the **insurance intermediary** when taking out this insurance. So that **you** understand what **you** are covered for, please read this policy, the **schedule** (which may make reference to **endorsements**) and the **certificate of motor insurance** very carefully. **You** should pay special attention to the general exclusions and general conditions of this policy.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify **your insurance intermediary** immediately.

To keep **your** insurance up to date please tell **your insurance intermediary** straight away about any changes which may affect **your** cover.

Some examples are:

- A change of vehicle, or **you** purchase another vehicle to which **you** want cover to apply.
- **You** wish a new driver to be covered.

## Claims handling (continued)

- Someone who drives the **insured vehicle** receives a motoring or other conviction or a fixed penalty notice, has a pending prosecution, suffers from a medical condition or has a claim on another policy.
- The **insured vehicle** is changed or modified from the manufacturer's standard specification or **you** intend to change or modify it (including the addition of optional-fit **accessories** such as spoilers, skirts, alloy wheels, etc).
- A change of occupation (full or part-time) by **you** or any other driver.
- **You** change **your** address or the address where the **insured vehicle** is normally kept.
- A change in the use of the **insured vehicle**.
- The **insured vehicle** is involved in an accident no matter how trivial.
- The main user of the **insured vehicle** changes.

This is not a full list and if **you** are in any doubt **you** should advise **your insurance intermediary** for **your** own protection. If **you** do not tell **your insurance intermediary** about changes, **your** insurance may not cover **you** fully or at all.

### Administration fee

If **you** make a permanent change to **your** policy during the current **period of insurance**, we will charge **you** a fee of £15 excluding Insurance Premium Tax to cover **our** administration costs. If a permanent change is made this fee will be in addition to any alteration in **your** insurance premium. If the change results in a return premium which is below £15 before the administration fee has been applied, there will be no refund given.

Please note that **our** fee does not include any administration charge that **your insurance intermediary** may apply.

# Important Information about your insurance

## Data protection

The **Insurer** is governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation they are required to tell **you** about how they will use the information that **you** give the **insurance intermediary**, who they may share information with and the systems they have in place that allow them to detect and prevent fraudulent applications for insurance and claims. The savings that they make help **us** to keep **our** premiums and products competitive. **We** and the **insurance intermediary** are also governed by the Data Protection legislation.

## Insurance administration

The information that **you** give **your insurance intermediary** and anybody appointed by the **Insurer** will be used for the purposes of administering **your** insurance or a claim. It may be disclosed to reinsurers and to regulatory authorities for the purposes of monitoring the **Insurers** or **your insurance intermediary's** compliance with regulatory requirements.

Where this happens, **we**, the **Insurer** and any anybody appointed by them, will ensure that anyone to whom they send **your** information agrees to treat it with the same level of protection as if they were dealing with it.

In giving **your insurance intermediary** information about another person, **you** confirm that they have given **you** permission to give the information to **us**, the **Insurer** and **your insurance intermediary** and that **we** may process it (including any sensitive data – see below) for the purposes as set out in these notices.

**We**, the **Insurer** and **your insurance intermediary** may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). These checks may be made when **you** take out insurance with them or if **you** make a claim and the information shared with anyone acting on their behalf to administer **your** insurance or a claim (e.g. loss adjusters or investigators).

## Credit searches

To help the **Insurer** to prevent fraud and to check **your** identity, **we**, the **Insurer** and **your insurance intermediary** may search files made available by credit reference agencies, who may keep a record of that search.

## Important Information (continued)

### Sensitive data

In order to assess the terms of **your** insurance or to administer claims, **we** or the **Insurer** may need to collect data that Data Protection legislation defines as sensitive (such as medical conditions and criminal convictions). In taking out insurance with the **Insurers you** are giving **your** consent to such information being processed by **us**, them, **your insurance intermediary** and other companies contracted by the **Insurer** to provide services relating to **your** insurance or to a claim.

On payment of a small fee **you** are entitled to receive a copy of the information held about **you**. If **you** have any questions, or **you** would like to find out more about this **you** can write to the Compliance Officer at Enterprise Insurance Company Plc. Their address is shown below.

### Information on products and services

The Insurer may use the details **you** have provided to send **you** information about our other products and services or to carry out research. They may contact **you** by letter, telephone or e-mail. Please be reassured that they will not make your personal details available to any companies other than those that are contracted by them to provide services relating to **your** insurance with them. If **you** would prefer not to receive information from them or those companies who provide services on their behalf, simply tell **your insurance intermediary** when **you** call or write to them.

## 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 purposes not limited to but including:

- (a) Electronic Licensing;
- (b) Continuous Insurance Enforcement;
- (c) Law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- (d) 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 insured 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).
- **You** can find out more about the MID by visiting the MIB web site at [www.mib.org.uk](http://www.mib.org.uk).
- **You** should show these notices to anyone insured to drive the **vehicle(s)** covered under this insurance.

### **Fraud prevention, detection and claims history**

Under the conditions of **your** policy **you** must tell **your insurance intermediary** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell **your insurance intermediary** about an incident, **we**, the **Insurer** or **your insurance intermediary** may pass information relating to it to industry databases.

**We** or **your insurance intermediary** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

## Motor Insurance Database (continued)

In order to prevent and detect fraud **we** and the **Insurer** may at any time:

- Share information about **you** with other organisations and public bodies including the Police;
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** or the **Insurer** suspect fraud, this will be recorded. **We**, the **Insurer** and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
  - Check **your** identity to prevent money laundering.
- Undertake credit searches and additional fraud searches.

### Industry agencies and databases

The **Insurers** pass information to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd. (IDS Ltd.) and the Motor Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). The aim is to help the **Insurer** to check information provided by **you** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this policy. The **Insurer** will pass any information relating to any incident (such as an accident or theft), which may or may not give rise to a claim under this policy and which **you** have to notify **your insurance intermediary** of in accordance with the terms and conditions of this policy, to the relevant registers.

### Other insurers

The **Insurer** may pass information about **you** and this policy to other insurance companies with which **we** either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the European Economic Area ("EEA"). Where information is passed to companies outside of the EEA, the **Insurer** will make sure they comply with the same standards of data security as though they were located inside the EEA.

### Telephone recording

For the joint protection of all parties involved, telephone calls may be recorded and monitored by **us**, the **Insurer**, **your insurance intermediary** and the **Insurer's** appointed claims service providers.

## Our Service Commitment

Your feedback is always welcome to enable the improvement of products and services.

### Cancellation

To effect cancellation of **your** policy, **you** should contact **your insurance intermediary**. Where applicable, no refund of premium will be released until the **certificate of motor insurance** has been received by **us**.

#### Cancellation by you – during the cooling-off period

This insurance provides **you** with a cooling-off period to decide whether **you** wish to continue with the full policy. The cooling-off period is for 14 days from the date **you** receive **your** policy documentation.

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

- If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund of the premium **you** have paid from us; or
- If **your** policy has already commenced, **you** will receive a refund of premium from **us**, equivalent to the unexpired period of cover on a **pro rata** basis.

#### Cancellation by you – after the cooling-off period

**You** may cancel this policy by contacting **your insurance intermediary** and returning **your certificate of motor insurance**. Subject to our receipt of **your certificate of motor insurance** and providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, with the exception of claims for glass or non fault claims where any outlay has been fully recovered, **we** will refund the premium relating to any unused portion of cover within the current **period of insurance** via **your insurance intermediary**. **We** will charge an administration fee of £25.

#### Cancellation by us, the Insurer or your insurance intermediary – after the cooling off period

**We**, the **Insurer** or **your insurance intermediary** can cancel this policy by giving **you** 7 days notice in writing to the last address you notified to the **insurance intermediary**. **You** must return **your** current **certificate of motor insurance** to the **insurance intermediary** within 7 days to comply with the Road Traffic Act. When **we** have received the **certificate of motor insurance**, if there has not been a loss or incident likely to lead to a claim in the **current period of insurance**, **we** will allow a refund of premium via **your insurance intermediary**, equivalent to the unexpired period of cover.

## Our Service Commitment (continued)

### Cancellation by us, the Insurer or your insurance intermediary – general

Where cancellation is effected by us, the **Insurer** or by **your insurance intermediary**, any refund of premium will be calculated on a **pro rata** basis taking into account the original policy period and the number of days remaining to the expiry date of the policy. **You** must return **your current certificate of motor insurance** to **your insurance intermediary** within 7 days to comply with the Road Traffic Act. Subject to **our** receipt of **your certificate of motor insurance** and providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, the **Insurer**, via the **insurance intermediary** will refund the premium relating to any unused portion of cover within the current period of insurance on a **pro-rata** basis.

### Cancellation by us, the Insurer or your insurance intermediary – non-payment of premium

**We**, the **Insurer** or **your insurance intermediary** can cancel this policy by giving **you** 7 days notice in writing to the last address **you** notified **your insurance intermediary**. **You** must return **your current certificate of motor Insurance** to **your insurance intermediary** within 7 days to comply with the Road Traffic Act. There will be no refund of premium if the cancellation is the result of **your** failure to pay the full premium.

### Cancellation by us, the Insurer or your insurance intermediary – for your non-compliance with policy terms and conditions

**We**, the **Insurer** or **your insurance intermediary** can cancel this policy immediately if it established that **you** have been driving the **insured vehicle** otherwise than in accordance with the policy terms and conditions. **You** must return your current **certificate of motor insurance** to **your insurance intermediary** within 7 days to comply with the Road Traffic Act. **Your** policy will be cancelled with immediate effect and there will be no refund of premium.

### Cancellation by us, or the Insurer – in the event the insured vehicle is the subject of a total loss claim

If as a result of a claim the **insured vehicle** is determined to be a total loss this policy will cease without refund of premium. In this event all outstanding or overdue premiums must be paid. **We** or the **Insurer** may at our own discretion reduce the claim payment by the amount of outstanding or overdue premiums that **you** may owe.

## Our Service Commitment (continued)

### Motor Insurance Database (MID) and Continuous Insurance Enforcement

It is a condition of this insurance policy that **you** comply with the requirements of the 4th EU Motor Insurance Directive and supply details of any **vehicle(s)** to be insured under this policy to **your insurance intermediary** as soon as the **vehicle(s)** come(s) into **your** possession. **Your** failure to comply with this requirement may result in **you** not being covered under this insurance and cancellation being invoked by **us**, the **Insurer** or **your insurance intermediary**.

Continuous Insurance Enforcement legislation also means that **your insured vehicle** must be insured at all times unless they have been declared by **you** as 'off the road' by way of a SORN declaration.

If there is no record on the MID showing **your insured vehicle** is insured, and **you** have not declared it as 'off road' (by completing a SORN), **you** will receive a letter warning **you** that **you** could face a fine, prosecution, and **your insured vehicle** could also be clamped, seized and ultimately, destroyed. For peace of mind **you** can check that **your vehicle(s)** appear on the MID by going to the MID's website: **[www.askmid.com](http://www.askmid.com)**.

This will avoid the inconvenience of **you** or any other drivers being un-necessarily stopped by the police.

If **you** have insured **your vehicle(s)** with **us**, via **your insurance intermediary** and it does not appear on the MID then **you** should contact **your insurance intermediary** in the first instance to ensure the MID is updated. It is **your** legal obligation to make sure that **your insured vehicle** appears on the MID.

## Definitions

The following words or phrases appear in bold throughout this policy booklet and have the same meaning as described below. Therefore **you** must refer to this section where such words or phrases appear.

**Accessories** – standard parts or products specifically designed to be fitted to **your vehicle**. Some **accessories** may be classed as **modifications** (see separate definition) therefore **you** must notify **your insurance intermediary** of any alterations to **your vehicle**.

**Civil partner** – the person who **you** have entered into a legal **civil partnership** with as defined in the Civil Partnership Act 2004. A **civil partnership** is a formal arrangement that gives same sex **partners** the same legal status as a married couple.

**Certificate of Motor Insurance** – a document which provides legal evidence that minimum insurance cover is in force by law. It also confirms who may drive the **insured vehicle**, how they may use it and the period of time over which the policy covers applies.

**Compulsory excess** – the contribution which **you** must make towards a claim on this policy, if **your insured vehicle** is lost, stolen or damaged, in addition to any other excess that may be charged for a **young** or **inexperienced driver**, or any **voluntary excess** that **you** have agreed to pay to reduce **your** premium.

**Endorsements** – statements which are contained in **your** policy **schedule** which may change, replace or extend the terms of this policy.

**Insurer** - Enterprise Insurance Company Plc is an insurance company authorised by the Financial Services Commission, Gibraltar and authorised and subject to limited regulation by the Financial Services Authority (Financial Services Authority Registration Number 402277).

**Garage** – a permanent enclosed four-sided structure comprising of three brick, stone, steel or concrete built sides with a roof and a securable door entrance which is **your** private property (i.e. not a communal parking facility).

**Green Card** – a document which is required by certain countries that are not part of the European Union and provides evidence that minimum insurance cover exists as required by law in order to drive in that country.

**Insurance Intermediary** – an **insurance intermediary** authorised by Midas Underwriting Ltd. to sell and administer insurance policies on behalf of **us** and the **Insurer**.

**Insured vehicle** – any **insured motor vehicle** which is stated on **your** policy **schedule** and for which **we** have issued a Road Traffic Act **certificate of motor insurance**. In Section 2 this also includes **your insured vehicle's** standard **accessories** provided they are permanently attached to **your insured vehicle** or stored in **your** locked private **garage**.

## Definitions (continued)

**Market value** -The cost of replacing **your insured vehicle** as far as may be practical with a vehicle of similar make, model, age and condition (including similar mileage). In order to determine the **Market value**, **we** will use Glass's Guide with allowances being made for mileage, condition and use of **your** particular vehicle. If no guide value exists, **we** shall rely upon an independent valuation by an assessor or engineer of **our** choice, whose valuation will be based on the best assessment of the pre-accident condition of **your vehicle**, or in the event that the **insured vehicle** or its remains are unavailable for inspection, upon the relevant **insured vehicle** documentation (including MOT certificate, purchase and service documentation)

**Minimum cover** – the minimum level of cover provided to satisfy the current Road Traffic Act, or equivalent legislation, in respect of liability for the death of or injury to other people and damage to their property.

**Modifications** – any additional parts, changes or improvements that have been made to **your vehicle**, that were not standard equipment of the **insured vehicle** manufacturer or on the manufacturer's approved option list at the time **your insured vehicle** was made.

**Partner** – a relationship between two people who are not married but live together as a married couple.

**Period of Insurance** – the period of time specified in **your** policy **schedule** during which this policy is effective and for which **you** have paid or have agreed to pay the premium.

**Pro-rata** – where a calculation is made proportionately, representing the **period of insurance** that has been used.

**Racetrack** – any track, airfield, field, circuit or road, which is being used at the time of the loss or damage for racing, rallying, pace making, speed trials or track days. For the avoidance of doubt, this contract defines the Nurburgring circuit in Germany as a **racetrack** and specifically excludes any liability for loss or damage incurred while at this location.

**Schedule** – a document which states the details of **you**, **your vehicle**, the insurance cover in force and any **endorsements** which apply to the policy.

**Secure parking** – any arrangement whereby **your insured vehicle** is kept in a secure location while at the home address, such as behind locked or electrically operated gates, or in a location patrolled 24 hours a day by security staff or monitored by closed circuit television.

**Statement of Fact** – The proposal for insurance and declaration completed by **you** or on **your** behalf. **Your Insurer** has relied on the information provided on this form in entering into this contract of insurance. If there are any alterations to the facts shown in this form **you** should inform **your Insurance intermediary** as soon as reasonably possible.

## Definitions (continued)

**Territorial limits** – England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands.

**We/us/our** – Midas Underwriting Ltd is a managing agent which is authorised and regulated by the Financial Services Authority and manages the relationship between **your insurance intermediary** and the **Insurer**.

**Voluntary excess** - an amount which **you** have chosen to pay towards a claim if **your insured vehicle** is lost, stolen or damaged, on this policy in addition to the **compulsory excess** and any **young or inexperienced driver excess** which may apply.

**You/your** – the person named as the 'insured' or 'policyholder' on the policy **schedule** and certificate of motor insurance.

**Young and inexperienced driver excess** - the contribution **you** must make towards any claim if **your insured vehicle** is lost, stolen or damaged, due to **your** age or the length of time **you** have held a full UK licence, in addition to the **compulsory excess** and any **voluntary excess** that may apply.

## Summary of Cover

The table below shows the sections of this policy booklet which apply in accordance with the level of cover stated in **your policy schedule**:

Section Description	Cover Applicable		
	Comprehensive	Third Party, Fire & Theft	Third Party Only
Section 1 - Liability to Others	Yes	Yes	Yes
Section 2 - Loss of or Damage to Your Vehicle:			
A. Accidental Damage	Yes	No	No
B. Malicious Damage and Vandalism	Yes	No	No
C. Fire, Self-Ignition, Lightning or Explosion	Yes	Yes	No
D. Theft or Attempted Theft	Yes	Yes	No
Section 3 - Glass Cover	Yes	No	No
Section 4 - Personal Belongings	Yes	No	No
Section 5 - Replacement Locks	Yes	Yes	No
Section 6 - Medical Expenses	Yes	No	No
Section 7 - Personal Accident	Yes	No	No
Section 8 - Foreign Use	Yes	Yes	Yes
Section 9 - No Claim Bonus	Yes	Yes	Yes
Section 10 - Temporary Replacement Vehicle	Yes	No	No
Section 11 - Car Sharing	Yes	Yes	Yes

The sections entitled '**General Exclusions**' and '**General Conditions**' within this booklet apply to the whole policy.

**Your policy schedule provides details of any special cover, excesses, endorsements or exclusions which apply to your policy.**

## Section 1 - Liability to Others

### What is covered under this section

#### 1.1 Driving your vehicle

The **Insurer** will cover **you** against the amounts that **you** are legally liable to pay, including legal costs and damages, in the event of:

- Death of or bodily injury to other people;
- Damage to their property;

as a result of an accident in which any of the following occurs:

- i. Whilst **you** are driving, using or in charge of **your** vehicle;
- ii. Whilst any other person is using, driving or in charge of **your** vehicle, provided that they are permitted to do so as shown on **your** current **certificate of motor insurance** and that they have **your** permission;
- iii. Whilst any person is using (but not driving) **your insured vehicle** with **your** permission, providing that the use is for social, domestic and pleasure purposes (i.e. not used for business purposes);
- iv. Whilst any passenger is travelling in, or getting into or out of **your** vehicle;
- v. Whilst **you** are towing a trailer, caravan or broken-down vehicle which is securely attached to **your vehicle**.

The maximum amount the **Insurer** will pay under Section 1 in respect of property damage is £20,000,000 for any one claim, or a number of claims arising out of the one incident. The most **your Insurer** will pay for costs and expenses, arising from property damage and is £5,000,000 for any one claim (or claims) arising out of the one incident.

#### 1.2 Driving other vehicles

The **Insurer** will also cover **you** against the events shown in Section 1.1 as a result of an accident which occurs whilst **you** are driving any other private vehicle provided that all of the following applies:

- i. Cover to drive other vehicles is specified on **your** current **certificate of motor insurance**;
- ii. The vehicle does not belong to **you** and is not hired, leased or rented to **you**;
- iii. This policy is not in the name of a company or partnership;
- iv. Use of the insured vehicle is restricted to that as shown on **your** current **certificate of motor insurance**;
- v. **You** have permission of the owner.
- vi. There is no other insurance in force which covers the same claim.

**Please also refer to the exclusions shown overleaf.**

## Section 1 - Liability to Others (Continued)

### 1.3 Business use

The **Insurer** will cover **your** employer or business partner against the events shown in Section 1.1 for an accident which occurs whilst **you** are using or driving **your insured vehicle** in the course of their business provided that business use is included on **your current certificate of motor insurance** and that **your** vehicle is not owned, leased or rented by them.

### 1.4 Legal personal representatives

The **Insurer** will cover the estate of anyone covered by this policy that dies against any claim that they are legally liable to pay provided that the claim is covered by this policy.

### 1.5 Legal defence costs

Provided that an incident occurs which is covered by this policy and the **Insurer** agrees in writing first, they will pay for the legal representation of **you** or any other person insured under this policy:

- i. At a coroner's inquest, fatal accident inquiry or UK magistrates' court;
- ii. Against prosecution for manslaughter or for causing death by careless or dangerous driving.

### What is not covered under Section 1

- Death of or injury to the person driving **your** insured vehicle or in charge of **your** insured vehicle for the purpose of driving;
- Loss of or damage to **your insured vehicle** or any other vehicle that is in **your** care, custody or control including any trailer, caravan or broken-down vehicle;
- Loss of or damage to property owned by, or in the care, custody or control of, **you** or any other person insured by this policy;
- Liability for death of or injury to any employee of the insured person following an accident which occurs during the course of their work except where the Insurer must meet the requirements of the current Road Traffic Act;
- if the person claiming is otherwise insured, or
- for loss or damage to property belonging to or in the care of **you** or any person insured under this section or for not being able to use such property, or
- for damage to the **insured vehicle** or property in it or being conveyed in it or on it or for not being able to use any such property, or
- for death or bodily injury to any person being carried in or on any trailer or caravan, or
- if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence, or

## Section 1 - Liability to Others (Continued)

- for death, bodily injury, loss or damage arising while the **insured vehicle** is working as a tool of trade (this exception does not apply to the normal activities of a goods carrying commercial vehicle), or
- for legal costs if the person claiming such costs has previously been convicted of any offence for manslaughter, causing death by reckless or dangerous driving or driving whilst under the influence of drink or drugs

### **Driving other vehicles – the Insurer will not cover:**

- Loss of or damage to the vehicle **you** are driving;
- Death of or injury to the person using, driving or in charge of the vehicle;
- Costs incurred to secure the release of any motor vehicle which has been seized by or on behalf of any government or public authority;
- Liability for any incident which occurs whilst **you** are using or driving the vehicle outside of the territorial limits;
- Any liability if you no longer own the vehicle **you** insure on this policy or if **your insured vehicle** has been declared a total loss.

## Section 2 – Loss of or Damage to Your Vehicle

### What is covered under this section

The **Insurer** will cover **your insured vehicle** against damage or total loss caused by an event listed below, provided that the 'Summary of Cover' section shows such an event is covered:

- A. Accidental damage;
- B. Malicious damage and vandalism;
- C. Fire, self ignition, lightning or explosion;
- D. Theft or attempted theft.

Please refer to **your policy schedule** for the level of cover shown and then to the 'Summary of Cover' section for details of which events **your** cover includes.

If **you** need to report a claim, please refer to the section entitled 'Making a Claim' at the end of this booklet for further information.

If **your insured vehicle** has been stolen or damaged by attempted theft, or suffered malicious damage or vandalism then **you** must notify the police immediately and obtain a crime reference number.

### 2.1 Damage

The **Insurer** will pay for the cost of repairing damage caused to **your insured vehicle** as a direct result of an event shown above provided that all of the following applies:

- i. This policy covers the event (as above);
- ii. **You** adhere to the terms and conditions under the heading "Claims handling" in the General Conditions section of this policy booklet;
- iii. The **Insurer** or their appointed claims service provider deems the cost of repairing **your insured vehicle** to be economical.

As an alternative to repairing **your vehicle**, the **Insurer** or their appointed claims service provider may deem it appropriate to either replace **your insured vehicle** with one of a similar make, model, age, specification, mileage, or pay **you** a monetary amount equal to the cost of repairing the damage less any policy excess which is applicable (see Sections 2.9 and 2.10).

## Section 2 – Loss of or Damage to Your Vehicle (Continued)

### 2.2 Total loss

The **Insurer** or their appointed claims service provider will normally declare **your insured vehicle** a total loss:

- If the **Insurer** or their appointed claims service provider deem the cost of repairing **your insured vehicle** as uneconomical; or
- If **your insured vehicle** has been stolen and not recovered.

If **your insured vehicle** is declared a total loss as a direct result of an insured event (as above), the **Insurer** will offer **you** a monetary amount as compensation. The maximum amount the **Insurer** will pay is the market value of **your insured vehicle** or the amount **you** paid for it (including **insured vehicle** tax and VAT, but not any fees, interest or charges incurred in the course of a finance agreement), whichever is the lower, less any policy excess which is applicable (see Sections 2.9 and 2.10). If **you** owe **your Insurer** any outstanding amount under this policy when the claim has been made, **you** must pay this amount in full before the **Insurer** or their appointed claims service provider can settle the claim. In the event of a **vehicle** being stolen but not recovered the **Insurer** or their appointed claims service provider will not issue a settlement cheque, until a period of 28 days has passed.

Once you have accepted the **Insurer's** or their appointed claims service provider offer, **your insured vehicle** will become the **Insurer's** property and **you** must surrender **your current certificate of motor insurance** to **your insurance intermediary** along with any other documentation **your Insurer** may request before the **Insurer** or their appointed claims service provider pay **you** the agreed amount. The **Insurer** or their appointed claims service provider will allow this insurance contract to continue on a replacement vehicle provided that the **Insurer** accepts this substitution and **you** pay any additional premium applicable.

The **Insurer** may give **you**, at their discretion and if the current regulations allow, the option of retaining the **insured vehicle's** salvage subject to a deduction from the compensation amount they offer you.

### 2.3 Vehicle service/repair

The **Insurer** will provide the same level of cover that **your policy** has under Section 2 whilst **your insured vehicle** is in the custody or control of a member of the motor trade for the purpose of being serviced, examined or repaired. Driving and usage restrictions will not apply in these circumstances, provided the **insured vehicle** is being driven or worked on by a motor trader or their employees in the course of servicing, examining or repairing **your** vehicle. This cover only applies when no other insurance is in place which would cover the same claim.

## Section 2 – Loss of or Damage to Your Vehicle (Continued)

### Parts that are not available;

If a replacement for any damaged accessory or part of **your insured vehicle** is not available, the most the **Insurer** will pay is its price (as specified by the manufacturer) at the time of the loss. The **Insurer** will not pay more than the cost of the accessory or part as shown in the manufacturer's last price list in the United Kingdom.

The **Insurer** may decide to repair **your insured vehicle** with parts which have not been made or supplied by **your insured vehicle's** manufacturer, but which are of a similar standard.

### The Insurer is not responsible for:

- any extra costs of storing **your insured vehicle** that result from any accessory or part not being available; or
- the cost of importing any accessory or part into the United Kingdom.

### 2.4 Vehicle recovery & storage

The **Insurer** will cover the reasonable cost of transporting **your insured vehicle** to a repairer near to its location if it is damaged following an accident and cannot be driven provided that the damage is covered by this policy.

The **Insurer** will cover the reasonable cost of storing **your insured vehicle** if it is damaged provided **you** inform the appointed claims service provider of its known location as soon as reasonably possible, seek prior consent from the appointed claims service provider, and that the damage to the insured vehicle is covered by the policy.

Following completion of the repair, the **Insurer** will cover the reasonable cost of transporting **your insured vehicle** to **your** home address that the **Insurer** holds on records, should this be necessary.

### 2.5 Ownership of your vehicle

If **your insured vehicle** is subject to a hire purchase or lease agreement and is declared a total loss, any payments the **Insurer** make will instead be made to the finance or leasing company as specified on your contract with them.

The maximum amount the **Insurer** will cover is the **market value** of **your insured vehicle**, less any policy excess which is applicable (see Sections 2.9 and 2.10). If there is still an amount owing to the finance or leasing company after the **Insurer** have settled **your** claim, then **you** are responsible for this amount.

## Section 2 – Loss of or Damage to Your Vehicle (Continued)

### 2.6 New Vehicle Replacement

The **Insurer** will cover, at **your** request, the replacement of **your insured vehicle** with another of a similar make, model and specification following an incident covered by Section 2 provided that all of the following applies:

- i. **You** are the first registered owner of the **insured vehicle**
- ii. **Your insured vehicle** is no more than 12 months old from the date of first registration;
- iii. The repair costs exceed 60% of the new list price of **your vehicle**, or **your insured vehicle** has been stolen and not recovered within 28 days;
- iv. We have permission from any person that has a financial interest in the vehicle;
- v. **Your vehicle** is not subject to a lease or contract hire agreement or any other similar arrangement.
- vi. **Your vehicle** was originally manufactured for the UK market.

If a replacement vehicle of the same make, model and specification is not available in the UK, the **Insurer** will pay **you** the amount **you** paid for **your insured vehicle**, including the **insured vehicle's** tax and VAT but excluding any fees, charges or interest incurred as part of a finance agreement, less any excess that may apply.

If the **Insurer** settles a claim under this section of the policy, **your** lost or damaged **insured vehicle** becomes their property and **you** must send **your insurance intermediary** its registration document (V5 or V5C).

### 2.7 Audio equipment

The **Insurer** will pay towards the cost of replacing the audio equipment in **your insured vehicle** with equipment of a similar specification following an incident covered by Section 2 provided that the audio equipment was permanently fitted to **your insured vehicle**.

If the equipment is not part of the **insured vehicle's** manufacturer's original specification the maximum amount the **Insurer** will pay under Section 2.7 is 10% of **your insured vehicle's** market value up to a maximum of £500 for any claim arising out of the one incident.

Cover is unlimited if the equipment was fitted as part of the manufacturer's standard or optional equipment list when **your insured vehicle** was manufactured.

## Section 2 – Loss of or Damage to Your Vehicle (Continued)

### 2.8 Satellite Navigation equipment

The **Insurer** will pay towards the cost of replacing the Satellite Navigation equipment in **your insured vehicle** with equipment of a similar specification following an incident covered by Section 2 provided that the Satellite Navigation equipment was permanently fitted to **your insured vehicle** and is not designed to be portable or removable.

If the equipment is not part of the **insured vehicle's** manufacturer's original specification the maximum amount the **Insurer** will pay under Section 2.8 is £500 for any claim arising out of the one incident.

Cover is unlimited if the equipment was fitted as part of the manufacturer's standard or optional equipment list when **your insured vehicle** was manufactured.

### 2.9 Compulsory and voluntary policy excess

If any claim is made under Section 2 **you** must pay a compulsory policy excess, the amount of which is shown in **your** current policy **schedule**. If no amount is stated, **you** must pay the first £250 towards any claim.

If **you** have chosen to pay a **voluntary excess**, this amount is in addition to the compulsory policy excess which applies.

### 2.10 Young and inexperienced drivers

If **your vehicle** is damaged whilst a **young** or **inexperienced driver** is driving (if permitted to do so as shown on **your** current **certificate of motor insurance**), you must pay the first amount of any claim as shown below:

Drivers Amount

- |                                                                                                                                      |      |
|--------------------------------------------------------------------------------------------------------------------------------------|------|
| • Under 21 years of age                                                                                                              | £500 |
| • Between 21 and 24 years of age                                                                                                     | £250 |
| • 25 years of age or over but holding a provisional UK driving licence, or holding a full UK driving licence for less than 12 months | £250 |

The above amounts are in addition to the compulsory policy excess and any **voluntary excess** which applies.

## Section 2 – Loss of or Damage to Your Vehicle (Continued)

### 2.11 Modifications

If **your insured vehicle** is fitted with parts that were not standard equipment or approved options of the **insured vehicle's** manufacturer at the time **your insured vehicle** was built, the **Insurer** may settle your claim by offering **you** a cash payment to reflect the **market value** of these **modifications** at the time of the loss. If **your insurance intermediary** were not made aware of these **modifications** at the time **you** bought or renewed the policy, or at the time they were fitted (if later), the **modifications** will not be covered and **your Insurer** may also repudiate your claim in full.

#### What is not covered under Section 2

- The policy excesses which applies under this section of the policy;
- Wear, tear and depreciation of **your insured vehicle**;
- Failure, breakdown or breakage of mechanical, electrical, electronic or computer equipment;
- Damage to the tyres of **your insured vehicle** caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this policy;
- Loss or theft of petrol or diesel fuel;
- Damage caused by the freezing of liquid in the cooling system of **your insured vehicle** unless **you** have taken all reasonable precautions;
- Loss of or damage to **your insured vehicle** caused as a result of its legal impounding or destruction by order of any government or public authority, or taken and returned to its rightful owner;
- Loss of or damage to **your insured vehicle** which was caused deliberately by **you** or any other person insured on this policy;
- Loss or damage to any caravan, trailer or any item being towed; and to any items inside or on the towed vehicle.
- More than the manufacturer's latest list price for any part or accessory;
- Cost of hiring an alternative vehicle;
- Loss of or damage to **your insured vehicle** if it is taken, used or driven by a spouse or **civil partner, partner, boyfriend or girlfriend, member of the family or household of a permitted driver** unless they are a named on and driving in accordance with your certificate of motor insurance and with **your** permission;
- Loss of or damage to **your insured vehicle** if it is involved in a theft or attempted theft and the incident has not been reported to the police and a crime reference number obtained;
- Loss of or damage to **your insured vehicle** by fraud, trickery or deception e.g. by someone claiming to be a buyer, a buying or selling agent, or by **you** accepting a form of payment which a bank or building society will not authorise;

## Section 2 – Loss of or Damage to Your Vehicle (Continued)

- Loss of or damage to **your insured vehicle** if it is unoccupied and any of the following applies:
  - i. It has been left unlocked;
  - ii. It has been left with the keys in, on or in the vicinity of the **insured vehicle**;
  - iii. It has been left with the windows, sunroof or the roof of a convertible **insured vehicle** open;
  - iv. If reasonable precautions have not been taken to protect it.
- Liability for any further damage which is caused by driving, or attempting to drive, your vehicle if damaged or in an un-roadworthy condition;
  - The **Insurer** will not cover loss or damage caused by wear and tear.
  - The **Insurer** will not cover any reduction in the **market value** of **your insured vehicle** (for example reductions caused by the age of the **vehicle** or the number of miles it has covered)
- The cost of repairing, replacing or improving any parts of **your vehicle** if they have not been damaged;
- The cost of repairing or replacing any non-standard parts fitted to **your insured vehicle** that have not been disclosed to us and agreed as covered by **our** Underwriters;
- Damage to **your insured vehicle's** windscreen or window glass under this section of the policy;
- Loss of or damage to any portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in **your insured vehicle**;
- Compensation for any costs incurred as a result of not being able to use **your insured vehicle** following loss or damage;
- Costs which exceed the market value of **your insured vehicle** or the value declared on **your policy schedule** if the **market value** is more.
- Compensation for VAT if **you** are VAT registered.
- Indirect losses, which result from the incident that caused **you** to claim. For example **we** will not pay compensation for **you** not being able to use **your insured vehicle**.
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks.
- Loss of or damage to **vehicle** keys, keyless entry cards, lock or ignition activators, alarm or immobiliser activators.
- Repairs, re-programming or replacement of any component, including locks on **your insured vehicle**, resulting from the loss of or damage to the **insured vehicle's** keys, keyless entry cards, lock or ignition activators or alarm or immobiliser activators.

## Section 2 – Loss of or Damage to Your Vehicle (Continued)

- Loss of or damage to the **your insured vehicle** or anything inside it while **you** are not in the vehicle arising from theft or attempted theft when:
  - ignition keys have been left in or on the **your insured vehicle**, or
  - the **insured vehicle** has not been secured by means of all door locks, or
  - any window or any form of sliding or removable roof or hood have been left open or unlocked.
- The **Insurer** will not cover loss or damage caused by any government, public or local authority legally taking, keeping or destroying **your insured vehicle**.
- Loss or damage resulting from an accident whilst **your insured vehicle** is being driven by or is in the charge of any person who has a previous drink/drugs conviction if such person:
  - is subsequently convicted of a further drink/drugs offence as a result of the accident leading to a claim under this policy, or
  - is subsequently proven to **our** satisfaction to have been under the influence of drink/drugs at the time of the accident leading to a claim under this policy.
- Loss or damage arising from the **insured vehicle** being refuelled with the wrong fuel
- The cost of repairing or replacing parts of **your insured vehicle** that improves **your vehicle** beyond its condition before the loss or damage happened
- Damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus
- Damage caused by frost, smog or any gradual process
- The **Insurer** will not cover damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.
- The **Insurer** will not cover **you** for loss of use or other indirect losses.

## Section 3 – Glass Cover

### What is covered under this section

The **Insurer** will pay for the replacement or repair of:

- i. The windscreen of **your insured vehicle** following accidental damage, vandalism, theft or attempted theft;
- ii. The side and rear windows of **your insured vehicle** following accidental damage, vandalism, theft or attempted theft.

### What we will pay

- Cover is unlimited if **you** use the **Insurer's** approved supplier, for repair or replacement glass;
- If **you** do not use the **Insurer's** approved supplier, the maximum amount **we** will pay is £100 after the **Insurer** has deducted **your** excess (please see "What **you** must pay" below).

If you need to report a glass claim please call 0844 874 7759

### What you must pay

- An excess of £75 applies if the windscreen is replaced;
- An excess of £10 applies if the damaged windscreen is repaired, not replaced;

Claims made under Section 3 only will not affect **your** no claim bonus.

### What is not covered under Section 3

- The policy excess which applies under this section of the policy;
- Repair or replacement of the sunroof and/or glass roof panels of your insured vehicle;
- Repair or replacement of any panoramic windscreen
- Repair or replacement of lights and reflectors.
- Compensation for VAT if you are VAT registered.

## Section 4 – Personal Belongings (Continued)

### What is covered under this section

#### 4.1 Child car seat cover

The Insurer will pay for the cost of replacing a child car seat and/or child booster seat fitted in **your insured vehicle** if damaged following an accident, fire, theft or attempted theft provided that a claim is also made under Section 2 of this policy.

The maximum amount they will pay under Section 4.1 is £100 following any one incident.

#### 4.2 Other personal belongings

The Insurer will pay for loss of or damage to your personal belongings whilst they are in or on **your insured vehicle** following an accident, fire, theft or attempted theft provided that a claim is also made under Section 2 of this policy.

The maximum amount the Insurer will pay under Section 4.2 is £100 following any one incident.

### What is not covered under Section 4

Loss of or damage to any of the following:

- Money, bank/credit cards, jewellery, stamps, tickets, documents and securities (such as share or bond certificates);
- Goods, tools and samples connected with any trade or business;
- Portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in **your insured vehicle**;
- Personal belongings from an open-top or convertible **insured vehicle**, unless you keep them in a locked boot;
- Personal belongings if any of the doors are unlocked or if any of the windows or sunroof are left open whilst **your vehicle** is left unoccupied; or if the keys are inside or on the **insured vehicle**.
- Any property where damage has been caused by deterioration or wear and tear, whether or not this has occurred following an incident involving **your insured vehicle**;
- Any property that is insured under another policy (such as a home contents policy).
- Loss of or damage to **your insured vehicle** or anything inside it while **you** are not in the insured vehicle arising from theft or attempted theft when:
  - ignition keys have been left in or on the **your insured vehicle**, or
  - the **insured vehicle** has not been secured by means of all door locks, or
  - any window or any form of sliding or removable roof or hood have been left open or unlocked.

## Section 5 – Replacement Locks

### What is covered under this section

If **your** keys and/or lock transmitter of **your insured vehicle** are lost or stolen, and the **Insurer** considers that it is necessary to replace them to reduce the risk of **your insured vehicle** being stolen, the **Insurer** will pay towards the cost of replacing:

- i. The door locks;
- ii. The ignition and steering locks;
- iii. The lock transmitter and central locking interface.

The maximum amount the **Insurer** will pay under Section 5 is £500 following any one incident. Claims made under Section 5 only will not affect **your** no claim bonus, and no excess will apply.

## Section 6 – Medical Expenses

### What is covered under this section

If an accident occurs which is covered by this policy, the **Insurer** will pay up to maximum of £200 for each person in **your insured vehicle** for any medical treatment that is required following injury.

## Section 7 – Personal Accident

### What is covered under this section

If an accident occurs that involves **you**, **your spouse** or **your civil partner**, and is covered under this policy, the **Insurer** will pay £2,000 if the following occurs within three months of the accident date:

- i. Death; or
- ii. Loss of a hand or foot; or
- iii. Loss of sight in one or both eyes.

The maximum amount the **Insurer** will pay under Section 7 is £2,000 in any one **period of insurance** and the death or injury must have occurred as a direct result of an accident covered by this policy.

## Section 7 – Personal Accident (Continued)

Payments under this section will be made to **you**, or to **your** legal personal representative in the event of **your** death.

### What is not covered under Section 7

#### Any liability for death of or injury to persons:

- When this policy is in the name of a company;
- Over 65 years of age at the time of the accident;
- Where the cause is due to suicide, attempted suicide, or deliberately inflicted injury, or is a deliberate act by anyone covered under this policy;
- Driving under the influence of alcohol and/or drugs (other than those prescribed by a doctor) at the time of the accident;
- Where the accident has occurred outside of the **territorial limits**;
- Where a claim can be made under another section of this policy.

## Section 8 – Foreign Use

### What is covered under this section

#### 8.1 Minimum cover

The **Insurer** will provide the **minimum cover** which is required by law in:

- Any country which is a member of the European Union; and
- Any other country which the Commission of the European Union approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liberties arising from the use of motor vehicles (number 72/166/CEE).

The following table shows which countries the above currently applies to:

Austria	Estonia	Italy	Poland	Gibraltar
Andorra	Finland	Latvia	Portugal	
Belgium	France	Liechtenstein	Romania	
Bulgaria	Germany	Lithuania	Slovakia	
Croatia	Greece	Luxembourg	Slovenia	
Cyprus	Hungary	Malta	Spain	
Czech Republic	Iceland	Netherlands	Sweden	
Denmark	Rep. of Ireland	Norway	Switzerland	

A **Green Card** is no longer required if **you** travel to any of the above countries and **you** must instead take **your** current **certificate of motor insurance** with **you** as evidence of compulsory insurance cover.

**We** do not normally provide cover in any other country outside of those named above; however, **we** will consider doing so provided that all of the following applies:

- You** refer this to **your insurance intermediary** in advance of travel;
- The **Insurer** agree to cover **you** in the countries concerned;
- You** pay any additional premium **we** require for providing this cover.

If the **Insurer** agrees to **your** request **we** will issue **you** with a **Green Card** as legal evidence of cover. The cover provided under Section 8.1 is the minimum required by law in the country **you** are visiting from those stated above or any other country the **Insurer** agree to. Where this cover is less than the **minimum cover** provided in the United Kingdom, then the **minimum cover** required in the United Kingdom will apply.

## Section 8 – Foreign Use (Continued)

Please note that the above information may change, therefore **you** must check the latest information with **your insurance intermediary** before you travel.

### 8.2 Extended cover

The **Insurer** will insure **your insured vehicle** for the same level of cover as shown in **your** current policy **schedule** in any of the countries as set out in Section 8.1 provided that all of the following applies:

- i. That travel is for Social, Domestic and Pleasure purposes only;
- ii. That **your** permanent residence is within Great Britain and Northern Ireland;
- iii. That **your insured vehicle** is taxed and registered within Great Britain and Northern Ireland, and is also normally kept within Great Britain and Northern Ireland;
- iv. That travel outside of the **territorial limits** is of a temporary nature (such as a holiday) and does not exceed 90 days in any one **period of insurance**, or 30 days in one trip.

#### 8.2.1 Vehicle transportation

Cover also applies when **your insured vehicle** is being transported between any of the countries stated above by rail or any recognised sea route by ferry (including loading and unloading) as long as transportation does not exceed 65 hours in any one journey.

If **your insured vehicle** is damaged while abroad as a result of an incident covered by this policy, and as a result it cannot be driven back to the UK, with the **Insurer's** prior agreement the **Insurer** will pay the reasonable costs of delivering it to **your** noted home address or to an agreed repairer in the UK. The **Insurer** will also pay any customs duty **you** have to pay as a direct result of the loss or damage.

## Section 9 – No Claim Bonus

### If a claim has not been made

If a claim has not been made against this policy by the expiry date of the current **period of insurance**, your insurance intermediary will award a discount on your renewal premium for the next period of insurance.

Please note that your no claim bonus entitlement is not transferable to any other person.

### If a claim has been made

If a claim has been made against this policy during the current **period of insurance**, we will reduce your no claim bonus entitlement as per the applicable scale below:

#### If your no claim bonus is NOT protected:

NCB level before a claim	NCB level at next renewal following:	
	1 claim	2 claims or more
4+	2	0
3	1	0
2	0	0
1	0	0

#### If your no claim bonus IS protected:

If you have paid for this option and it is shown in the **endorsements** section of your policy schedule, your no claim bonus entitlement is protected unless more than two claims are made against this policy within three continuous periods of insurance. If more than two claims have been made within this period then your no claim bonus will be reduced as per the scale below:

Current NCB level	NCB level at next renewal following:	
	3 claims in the last 3 years	4 claims or more in the last 3 years
5+	2	0

If a claim is made on your policy after your insurance intermediary has confirmed your renewal premium but before the expiry date of the current **period of insurance**, we are entitled to take back any additional discount given to you and also reduce your no claim bonus entitlement in accordance with whichever of the above scales apply.

If the incident was not your fault and the appointed claim service providers are able to recover all of the Insurer's costs from the at-fault party, your No Claims Bonus will be re-instated to the level you enjoyed prior to the incident. Similarly, if the incident is caused by an identified, uninsured driver, and the accident is completely their fault, your No Claims Bonus will not be affected. In this circumstance, you will also not have to pay any excess.

## Section 10 – Temporary Replacement Vehicle

If **you** make a claim under Section 2 of this policy, the **Insurer** or their appointed claim service provider will provide a replacement vehicle while **your insured vehicle** is being repaired. This will only be provided if:

- **You** have comprehensive cover; and
- The loss or damage occurred in the UK; and
- The appointed claim service provider accepts **your** claim; and
- **Your insured vehicle** is being repaired by one of the appointed claim service provider's partnership repairers; and the parts are available
- **You** agree to keep to all the repair company's conditions; and
- **You** are 18 years old or more at the time of the accident, and have held a full UK licence for at least one year.

This vehicle is provided to ensure that **you** have transport while **your insured vehicle** is being repaired, so it may not be the same size, type, value, quality or performance as **your** own vehicle. **Your** entitlement to a replacement vehicle will end when **your insured vehicle** is repaired and is ready for **you** to collect or for the appointed claim service provider to re-deliver to **you**, or after 28 days, whichever is soonest.

If the appointed claim service provider declare **your insured vehicle** a total loss or **your insured vehicle** is stolen and not recovered, or the appointed claim service provider offer to settle **your** claim under the New Vehicle Replacement clause in this policy, or if **you** decide not to use one of our partnership repairers, you will not be provided with a replacement vehicle. Similarly, if a replacement vehicle has already been provided, the appointed claim service provider will stop providing that vehicle if;

- The appointed claim service provider declare **your insured vehicle** a total loss; or
- The appointed claim service provider decide to settle **your** claim under the New Vehicle Replacement clause in this policy; or
- Additional information comes to light that leads **your Insurer** to the appointed claim service provider to repudiate **your** claim.

## Section 11 – Vehicle Sharing

**Your** policy covers **you** for carrying passengers in **your insured vehicle** who are paying **you**, as long as:

- **Your insured vehicle** is not built or adapted to carry more than six passengers (not including the driver); and
- **You** are not carrying the passenger as part of a business; and
- **You** are not making a profit from the passenger's payments

## General Exclusions applicable to the whole policy

### General Exclusions applicable to the whole policy

#### Use and Drivers

The **Insurer** will not pay for any loss, damage or liability caused in any of the following circumstances whilst **your insured vehicle** is:

- i. Being used for a purpose not specified or permitted on **your certificate of motor insurance**;
- ii. Being used or driven in any race, rally, competition, trial, track day, speed test or similar motoring event;
- iii. Being used or driven on any **racetrack**, rally course, test circuit or on any off-road course or ground including the Nurburging;
- iv. Being used, driven, or in the charge of any person who is not stated in the "persons or classes of persons entitled to drive " section on **your certificate of motor insurance** unless **your insured vehicle** has been stolen;
- v. Being used, driven or in the charge of any person who does not hold a valid driving licence or is disqualified from driving;
- vi. Being used, driven or in the charge of any person who holds a valid driving licence but is not complying with any terms or conditions that may apply to that licence;
- vii. Being used with a load or a number of passengers which is unsafe or illegal;
- viii. Being used to carry a load which is not secure;
- ix. Being used to tow a caravan, trailer or broken down vehicle for payment;
- x. Being used to tow more than one caravan, trailer or broken down vehicle at the same time;
- xi. use on a derestricted toll road where the public can pay to have access and where speed restrictions are temporarily or permanently suspended;
- xii. any costs covered by any other insurance company;
- xiii. the **Insurer** will not cover anyone who fails to keep to any of the terms, conditions and **endorsements** of this policy.

#### Other Contracts

The **Insurer** will not pay for any liability **you** have under an agreement or contract unless **you** would be liable anyway if the agreement or contract did not exist.

## General Exclusions applicable to the whole policy (Continued)

### War, Earthquake, Riot and Terrorism

The **Insurer** will not pay for any loss, damage or liability that is directly or indirectly caused by:

- i. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority;
- ii. Earthquake;
- iii. Acts of terrorism as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

However, the **Insurer** will provide any liability that is required under the current Road Traffic Act.

### Nuclear/Radioactive Contamination

The **Insurer** will not pay for any loss, damage or liability that is directly or indirectly caused by:

- i. Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste;
- ii. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

### Pollution

The **Insurer** will not pay for any loss, damage or liability that is directly or indirectly caused by pollution or contamination.

### Hazardous Goods

The **Insurer** will not pay for any loss, damage or liability that is directly or indirectly caused by the carriage of explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidizing substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances.

## General Exclusions applicable to the whole policy (Continued)

### Airport Use

The **Insurer** will not pay for any loss, damage or liability arising whilst **your insured vehicle** or any other **insured vehicle** covered by this policy is in:

- i. Any place where aircraft take off, land or park including any associated service roads;
- ii. A refuelling area, ground equipment areas or the Customs examination areas of international airports.

### Sonic Bangs

The **Insurer** will not pay for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

### Criminal Acts

The **Insurer** will not pay for any loss, damage or liability caused whilst **your insured vehicle** is being used by **you** or any other insured person for any criminal activity.

## Conditions that apply to all of this policy

### General

The **Insurer** will only provide the cover set out in this policy if **you** keep to all the terms and conditions of the policy.

### 1. Your duties

The **Insurer** will only provide the cover described in this insurance policy if:

- **you** have paid or agreed to pay the premium for the current **period of insurance**, and
- **you** or any person claiming protection has met all the conditions contained in this policy document, the **schedule**, **certificate of motor insurance** and any **Endorsements** applied to this insurance, and
- the information **you** gave on **your proposal form or statement of fact** or any declaration is, to the best of **your** knowledge and belief, correct and complete.
- **Your** premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell us, via **your Insurance intermediary** immediately of any change to that information. Some examples are any changes to the **vehicles** to be covered by the policy, any **modifications** to any **insured vehicle** which improves its value, make it more attractive to thieves or change its performance or handling, any change of address (including where **vehicles** are kept) or if **you** or any drivers covered by the policy sustain a motoring or non-motoring conviction.
- If **you** or anyone acting on your behalf knowingly commit a fraudulent act, submit a fraudulent document or make a fraudulent statement or make a fraudulent claim (including exaggerating a claim), we will not pay the claim, cover under this insurance will cease immediately and you will not be entitled to any refund of premium.

### 2. Other insurance

If **you** are covered by any other policy for any claim, the **Insurer** will pay only **our** share of the claim (unless the **Insurer** states say otherwise in this policy).

### 3. Looking after the Insured vehicle

**You** or any permitted drivers are required to maintain the **insured vehicle** in a roadworthy condition. **You** or any person in charge of the **insured vehicle** are required to take all reasonable care to safeguard it and its contents from loss or damage, for example the **insured vehicle** should not be left unlocked and ignition keys should not be left in or on the **insured vehicle** when you are not in the insured vehicle, no matter how briefly.

The **Insurer** shall at all times be allowed free access to examine the **Insured vehicle**. There must be a valid Department for Transport test certificate (MOT) in force for the **insured vehicle** if one is needed by law.

## Conditions that apply to all of this policy (Continued)

### 4. Paying your premium

If **you** have not paid **your** premium, the **Insurer** will not provide cover from the date the premium was due.

### 5. Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and the **Insurer** may enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

### 6. Right of Recovery

If under the laws of any country in which this insurance applies, where the **Insurer** has to make payments which but for those laws would not be covered by this policy, **you** must repay the amounts to the **Insurer**.

You or the person who caused the accident must also repay the **Insurer** any money the **Insurer** has to pay because of any agreement the **Insurer** may have with the Motor Insurers' Bureau if such payment would not have been covered by the policy.

Any payment the **Insurer** makes under this condition will mean that there will be no entitlement to a refund of premium if the policy is cancelled or declared void.

### What to do if you have a complaint

**We**, the **Insurer** and **your insurance intermediary** aim to provide **you** with a prompt and efficient service at all times but on occasions this may not be possible and **we/they** may fall short of **your** expectations. If **we**, the **Insurer**, **your insurance intermediary** or the appointed claims service provider has not provided **you** with a prompt and efficient service and **you** wish to complain, please contact **your insurance intermediary** who sold **you** the policy.

If **your** complaint is in relation to the way in which **your** insurance was sold, or relates to the service provided by **your insurance intermediary**, **your insurance intermediary** will deal with **your** complaint.

If **your** complaint is about **our** service, the service provided by the **Insurer**, the policy terms and conditions or to a claim, **your insurance intermediary** may refer **your** complaint to the **Insurer**.

## Conditions that apply to all of this policy (Continued)

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

Their contact details are:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Phone: 0800 023 4567 or 0300 123 9 123

The Financial Ombudsman Service decision is binding on the **Insurer** but not **you**.

The complaints procedure set out above does not affect **your** right to take legal action against **us**, the **Insurer** or **your insurance intermediary**.

### Financial Services Compensation Scheme

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

Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to:

Financial Services Compensation Scheme

7th Floor

Lloyd's Chambers

Portsoken Street

London E1 8BN





# REPORTING AN ACCIDENT

Contact our UK based 24/7 claims assist line on:

**0844 874 7758**

of for glass that needs repairing or replacing

**0844 874 7759**

Please have your policy number ready  
when contacting us.



Midas Underwriting Ltd, 36 Jubilee Road, Newtownards, Co.Down BT23 4YH  
Tel: 0845 600 9259 (UK) Fax: (028) 9182 6595 (UK) / (048) 9182 6595 (ROI)