

ENAYA

INSURANCE

MOTOR OWN DAMAGE POLICY



ENAYA
INSURANCE

ENAYA INSURANCE COMPANY (S.A.K.C.)

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ENAYA Motor Own Damage Insurance POLICY

Important Notice

PLEASE READ THIS POLICY VERY CAREFULLY AND REQUEST HELP IF YOU DO NOT UNDERSTAND ANY ASPECT OF ITS CONTENT.

MOTOR VEHICLE OWN DAMAGE INSURANCE POLICY

Whereas the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained or has paid or agreed to pay the premium as consideration for such insurance and in doing so has accepted all of terms exceptions definitions schedule and conditions of the Policy.

Now this policy witnesseth that in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

SCOPE OF COVER

1. The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts (subject to the values being declared separately and agreed by the Company) whilst thereon and occurring within the Geographical Area:
 - i) by accidental collision or overturning
 - ii) by fire lightning or external explosion
 - iii) by theft or attempt thereof
 - iv) by malicious act

All subject to the Claims Excess mentioned in the Schedule attaching to this Policy

2. The Company may at its own option repair, reinstate or replace at the garage of its own choice the Motor Vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damages subject to the market depreciation rates. If to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage. The liability of the Company under this section shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. In case of the vehicle is declared as total loss or constructive total loss by the company, it being understood that the Company's liability shall be limited to the reasonable Market Value of the Motor Vehicle at the time of the loss or damage subject to the following depreciation scale:
10% in the 1st Quarter, 15% in the 2nd Quarter,
20% in the 3rd Quarter, 25% in the last Quarter,
whichever is less
3. If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will bear the reasonable cost of towing to the garage where repairs will be carried.

SPECIAL EXCEPTIONS

The Company shall not be liable to pay for:

- i) consequential loss(es).
- ii) depreciation wear and tear mechanical or electrical breakdowns failures or breakages.
- iii) damage to tyres however arising.
- iv) scratches sandblast corrosion or minor dents.
- v) inherent or manufacturing defects along-with any losses otherwise covered under suppliers or manufacturers guarantee.
- vi) theft of the vehicle or any part thereof by any employee of the Insured or their dependants.
- vii) 50% of the total cost of any claim occurring where no other known vehicle is involved or when the driver is not inside or near the car including

overturning or hitting pavement or hitting a pole or any objects other than motor vehicles.

- viii) loss or damage by theft or attempted theft of the vehicle in whole or in part whilst the vehicle has been left unlocked and /or operational and temporarily unattended.

COURTESY/ SUBSTITUTE CAR FACILITY

After an accident covered by the Insured policy, the Company will provide a substitute car till the repairs are completed.

The Company solely has the right to specify the type / year of manufacture of the car as per the following conditions:

- 1) the repairs to the Insured car will be carried at the garage identified by the company.
- 2) the Insured is entitled for a substitute car if the repair period exceeds 24 hours (excluding week-end and holidays) as per the estimate of the garage.
- 3) the substitute car will be given from the time after the approval of the estimate by the garage.
- 4) the Company is not responsible for providing the substitute car while waiting for the garage to start commencement of repair work due to non-availability of spare parts or any other reason.
- 5) the Insured or his representative undertakes to comply with Substitute Car Company's terms and conditions and return the substitute car when the repair period mentioned in the contract is finished.

In case of any delay in returning the substitute car, the conditions of the substitute car (Rent a car company) will apply and the Insured will pay for the delayed days.

- 6) the Insured's right for substitute car will be cancelled as soon as the Company decides to declare the insured car as total loss. In such case the Insured must return the substitute car immediately, if the same has already been provided to him.
- 7) no liability will be assumed by the Company for any delay in repairing the insured car by the garage for non-availability of spare parts. In case the Insured has already received the substitute car, he must return it immediately on demand by the Company and the substitute car company may demand payment for the delayed number of days as per the substitute car (Rent a car company) conditions.

- 8) the Insured is wholly held responsible for filling gas, checking oils, radiator water and other routine issues which make the vehicle use safe and any breakdown to be notified to the Substitute Car Company.
- 9) the Insured is wholly responsible for any damage to the substitute car/ any traffic violation or penalty while the substitute car is in his custody. If the substitute car is damaged by the Insured's own fault or third party's fault, he/ she must obtain a Police Report for the accident. The Company will not provide second substitute car for the remaining repair period of the Insured's car in case the first substitute car met with an accident.
- 10) the Company will handover the substitute car to the Insured ONLY, however, if the insured's age is less than 21 years old, substitute car will not be provided.
- 11) the substitute car will be given for three accidents only during the policy period.
- 12) the Insured has no right to demand cash in lieu of a substitute car, however, in case of non-availability of substitute car; the Company may at their discretion pay KD 5 per day and maximum KD 75 per accident.

RIGHTS OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any individual or corporate person entitled to indemnity or recovery under this Policy or of any other person to recover an amount under or by virtue of the Legislation of the State of Kuwait. But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation of the State of Kuwait. It is a condition precedent to the admission of liability and settlement of a claim that the insured will submit to the insurer an original final Traffic Court Judgment and where applicable a certificate from a competent authority confirming the permanent closure of official investigations.

INSURANCE COVERAGE FOR PERSONAL ACCIDENTS AND THEIR SPECIAL CONDITIONS

The company is bound to pay an amount not exceeding K.D. 20,000 (Kuwaiti Dinars Twenty thousand only) for all injured persons who are included in this insurance and up to maximum of K.D. 10000 (Kuwaiti Dinars Ten Thousand) for each of the injured persons as follows:-

1. This insurance covers three risks: death, permanent total disability and permanent partial disability if a loss arises within six months due to a car accident to the car mentioned in the schedule (hereinafter referred to as the “vehicle”) within the borders of the State of Kuwait, and if the risk is due to the accident alone and a direct result thereof and whereas the injured (death or disability) had been injured in the accident as the passenger in the vehicle and was included in the insurance. The person shall be considered as a passenger if the person is getting into or out of, or travelling inside the vehicle.
2. This insurance shall be restricted to, the driver of the vehicle, spouse, parents and children with him in the vehicle if an accident shall occur by the vehicle or to the vehicle, and if the injured in the accident has no right to recover full or partial compensation from the third party insurance of other vehicle involved in the accident.
3. The insurance amount due in accordance with the present policy (hereinafter referred to as compensation) shall be determined in accordance with the compensation indicated in the end of the policy while applying the said rates for the persons stipulated in the schedule based on that the maximum compensation per person in this policy is KD 10,000/- (Kuwaiti Dinars Ten Thousand) which shall represent 100% provided that two rates are not added for one person for the same injury if one of the rates elements shall be an inevitable result to the other. In this case the largest of the rates shall be taken into consideration. If the injuries of the same person resulted from the accident, and the compensation rate was more than 100%, the said total shall be decreased to 100% while taking into consideration the maximum rates indicated; as the company shall not be liable to pay in excess of KD.10,000 per person. If the total amounts were calculated as indicated above for several persons in this policy in the same accident for the entire insurance policy which is KD 20,000/- (Kuwaiti Dinars Twenty Thousand), all the calculated amounts shall be decreased by equal rates so that the amounts thereof shall not exceed the indicated full insurance amount in all cases.
4. This insurance shall continue for the remainder of the term after any accident which shall require compensation for one person or more in accordance with the present policy while decreasing the insurance policy amount following the accident in accordance with the due compensation and decreasing all the dues following the same during the insurance term at the same rate provided that the company shall not pay for this policy during the insurance term more than the original insurance amount. The same shall be applied while taking into consideration that the maximum rate per person is not exceeded during the insurance term. No request during the insurance term shall have an effect on the insurance amount which had been renewed following the expiration term thereof.

5. The company shall not allow adding more than two policies of this special type of insurance for personal accidents that cover the passengers of the vehicle itself. The insurance request for this type of policy requires a declaration from the insured party that the passengers of the vehicle are not included in more than one of this special type of insurance policy at the company. If the number of policies shall exceed two, the third and any following policies shall be considered as issued without valid basis and they shall be annulled while maintaining the first and second documents. If the insured party shall prove that he did not know of the first and second policies or any one of them, the company shall have the right to return to him the insurance premium or policies which exceed two policies while deducting 25% for expenses.
6. In the execution of the compensation rates indicated in the end of the present policy, the same shall not be taken into consideration and no insurance amount shall be due except if the risk had become final and complete (cannot be cured) along with other conditions. The disability of one of the body organs shall be considered a complete and final disability and shall be considered as a lost organ.
7. The beneficiaries from this insurance shall be as follows:
 - a. If the compensation was due to the disability of the injured – the beneficiary shall be the injured himself and he or his legal representative shall be provided with the same.
 - b. If the compensation was due to the death of the injured – the beneficiaries shall be the heirs of the deceased based on their legal shares unless stipulated otherwise in the present policy or its annexure.
- 8) The present insurance shall not cover the results of the accident to the vehicle if the accident or damage was due to:
 - a. Earthquake, war, invasion, the actions of a foreign enemy hostilities, whether the war is declared or not, civil war, revolution, civil or non-civil commotion, or nuclear risks.
 - b. An intentional action by the driver of the vehicle or one of the insurance beneficiaries, suicide or an attempt at suicide, or participation of the vehicle in races.
 - c. The driver of the vehicle being under the influence of alcohol or drugs, or does not have the right to drive at the time of the accident or if he was driving the vehicle without the permission of its owner as is the case with a stolen vehicle.

STATEMENT ATTRIBUTED COMPENSATION

1	Death	100%
2	The wrist of the hands or above	100%
3	The ankle of the feet or above	100%
4	Loss of one hand and foot	100%
5	Total loss of vision in both the eyes	100%
6	Loss of one hand or foot with total vision loss in one eye	100%
7	Loss of one hand from the wrist and above	50%
8	Loss of one foot from the ankle or above	50%
9	Loss of all the fingers of the hand	50%
10	Total vision loss in one eye	50%
11	Complete deafness of both ears	40%
12	Loosing of all teeth with no possibility of keeping dentures	40%
13	Partial amputation of the foot and the amputation of fingers	30%
14	Total loss of shoulder movement	25%
15	Total loss of movement of the knee	25%
16	Total loss of movement elbow	20%
17	Loss of full wrist movement	20%
18	Total loss of all toes	20%
19	Loosing of all teeth with possibility of keeping dentures	16%
20	Total loss of movement of the ankle	15%
21	Total loss of thumb only	15%
22	Complete deafness in one ear	10%
23	Total loss of index finger only	10%
24	Total loss of only middle finger	9%
25	Total loss of the only ring finger	8%
26	Total loss of big toe	8%
27	Total loss of the little finger only	7%
28	Total loss of any toes but the big toe	2%
29	Loss 3 teeth	1.5%

All cases of total disability or permanent partial other determined according to the discretion of the Company or the doctor or doctors appointed, in the light of the above ratios.

Maximum Limit of Liability is KD.20,000 under this policy, subject to a maximum KD.10,000/- per insured person during the policy period.

THE COMPANY WILL NOT BE LIABLE FOR THE FOLLOWING COSTS

1. Any assistance arranged by the beneficiary or his representative without prior permission of the company.
2. Medical assistance from the usual country of residence.
3. Replaced spectacles, contact lenses, hearing artificial limbs or teeth treatment unless resulted from an accident.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. any accident loss damage or liability caused sustained or incurred:
 - a) outside the State of Kuwait
 - b) whilst any motor vehicle in respect of which indemnity is provided by this Policy is being used otherwise than in accordance with the Limitation (s) as to use as defined by the Legislation of State of Kuwait.
2. any accident loss damage directly or indirectly proximately or remotely occasioned by contributed by or to or arising out of or in connection with forcemajeure, including without limitation:
 - a) war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power
 - b) terrorism strike riot civil commotion
 - c) detention seizure confiscation or any attempt threat
 - d) flood typhoon hurricane cyclone tornado volcanic eruptions earthquakes or other convulsion of nature or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage arose independently of and was in no way connected with or occasional to by or traceable to any of the said occurrences or any consequence thereof and in? default of such proof the Company shall not be liable to make any payment in respect of such claim.

3. any liability under this Policy which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
4. any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
5. any accident loss or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
3. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
4. The insured shall take all the reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precaution being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.
5. In the event of any occurrence which may give rise to a claim under this Policy

the Insured shall as soon as possible give notice thereof to the Company with full particulars including relevant Police Report. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately. The Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal injury in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.

6. No admission offer promise or payment shall be made by or on behalf of the Insured or any other person claiming to be indemnified without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured or such other person the defence or settlement of any claim or to prosecute in the name of the Insured or such other person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the event of any claim the Insured and such other person shall give all such information and assistance as the Company may require.
7. If at the time of any claim arising under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss damage compensation costs or expenses.
8. The company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event will return to the Insured of the premium paid less the pro rata portion thereof for the period of the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days notice (provided no claim has arisen during the then current period of Insurance) and the Insured shall be entitled to a return of premium at the Company's short period rates (as shown hereunder) for the period the Policy has been in force. Further the policy cannot be transferred to another person.

SHORT PERIOD RATES:

For a period not exceeding 1 week	1/8 of the annual premium
For a period exceeding 1 week but not exceeding 1 month	1/4 of the annual premium
For a period exceeding 1 month but not exceeding 2 months	3/8 of the annual premium
For a period exceeding 2 months but not exceeding 3 months	1/2 of the annual premium
For a period exceeding 3 months but not exceeding 4 months	5/8 of the annual premium
For a period exceeding 4 months but not exceeding 6 months	3/4 of the annual premium
For a period exceeding 6 months but not exceeding 8 months	7/8 of the annual premium
For a period exceeding 8 months	100% of the annual premium

9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree an umpire appointed in writing by the Arbitrators before entering upon the reference. The umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company.
10. The scope of the pending Insurance does not extend to include the coverage of damages of whatever type kind or title where it emanates or results from any kind of the situations started hereunder or from any of the instances referred to under Article 76 of the Decision No. 81 of the Executive By-law of the Traffic Law No. 67/76. Furthermore if the insurer may recover from the insured and/or the driver amounts and compensation paid in the following instances.
- A) If the insured or the driver violates their duties as per the general conditions of the Policy.
 - B) If the insured or his driver refrains from directing the insurer or the competent authorities to the driver of the vehicle at the time of the accident or if he provides incorrect information. In addition the insurer should be informed immediately in case of any change in the ownership of the vehicle or in its engine number and no other information should be omitted or added.
 - C) If the accident occurs due to a malfunction defect in the system of the Insured vehicle or a defect in its brakes or a mechanical breakdown or a violation to the security and durability conditions or if the vehicle is driven in such a manner which exposes lives and properties to danger.
 - D) If the accident was due to the following:

- i) Driving the vehicle at speed exceeding the maximum permitted limits in respect of the place of accident, or driving it at a speed not compatible with the road or weather conditions.
 - ii) Crossing red or yellow traffic lights.
 - iii) Driving the vehicle without using the medical glasses in case they are conditional in the driving licence.
 - iv) Driving the vehicle against the traffic direction or deflecting it to a prohibited direction or in case of sudden deflection.
 - v) Driving the vehicle carelessly or rashly or embarrassing others or driving it without a valid Kuwaiti driving licence or driving without the permission of the insured or driving it while drowsy. This includes the instance where the driver's licence is suspended by the order of the court or when he does not hold it or possesses it for whatever reason even if the insured was not aware of the same.
 - vi) An intentional action by the driver of the vehicle, suicide or an attempt at suicide, or participation of the vehicle in races.
- E) Goods carrying vehicles shall be loaded in a safe and secure manner with no load to be put on the vehicle cabin and the load shall not exceed the vehicle box specification in height length width or weight unless so permitted by the Traffic Department and the company to be notified of this in writing. This applies to other types of vehicles. The number of passengers and the specified weight as permitted should not be exceeded in any case.
- F) The vehicle shall not be driven in places which are forbidden to the public such as civil airports military airports or other areas declared out of bounds to the Public and if the accident took place on un-asphalt road
- G) If the insured or the driver of his vehicle does not appear in the Traffic Courts or before the investigation authorities or if he appears but does not make any defence or in all cases if it will be impossible that the insurer replaces the insured for a reason relating to the insured or the driver of his vehicle.
- H) If it is established that the authorized driver caused the accident while he is not in a normal state of awareness being e.g intoxicated or under the influence of liquor or any other kind of drugs or medicines of whatsoever nature.
- I) The above mentioned instances apply whether the insurer was the driver of the vehicle or any of his relatives dependants or trustees.
11. It is hereby declared and agreed that if the driver at the time of the accident is less than 25 years of age, than young driver excess if stated in the policy schedule will be applicable in place of normal excess.
12. The insured shall:
- a) take all the reasonable precautions to keep the vehicle and all its parts in a serviceable condition meeting all security and durability conditions as provided for in chapter two of the executive by-law of the Traffic Law.
 - b) notify the insurer within 48 hrs of his or his representative's knowledge of an accident occurring to his vehicle.

Forming and attached as a part of the Policy

	Luxury	Diamond	Super	Standard
GREAT FEATURES				
Agency repairs up to 3 years old cars	√	√	√	X
Unknown claims paid in full	√	√	√	X
Substitute car for the full duration of repairs in case of accident	√	√	√	X
Minor scratches and dents covered	√	√	√	X
Windscreen replaced in Agency	√	√	√	X
GAP cover (new car price if total loss)	√	√	X	X
No excess on windscreen replacement	√	√	Ω	X
Breakdown assistance	√	√	Ω	Ω
Child car seat insured	√	√	Ω	Ω
Personal effects insured	√	√	Ω	Ω
Accident medical expenses	√	√	Ω	Ω
Personal accident benefit cover	√	Ω	Ω	Ω
In-car entertainment & satellite navigation cover	√	Ω	Ω	X
Key loss cover	√	Ω	X	X

ADDITIONAL COVER

Diamond (Ω)	Super (Ω)	Standard (Ω)
<ul style="list-style-type: none"> • Personal accident benefit cover • In car entertainment/satellite navigation • Key loss cover 	<ul style="list-style-type: none"> • No excess on windscreen replacement • Breakdown assistance • Child car seat insurance • Personal effects insurance • Accident medical expenses • Personal accident benefit cover • In car entertainment/satellite navigation 	<ul style="list-style-type: none"> • Breakdown assistance • Child car seat insurance • Personal effects insurance • Accident medical expenses • Personal accident benefit cover

√ indicates included within the policy.

Ω indicates this is an additional cost option, available for an extra premium.

x indicates not included in the policy.

General Terms and Conditions

- GAP cover is only available on new and one year old cars.
- Maximum limit for Key loss cover is KD 100, which is covered in the event, if the attached car key to the bob is lost, stolen or broken. Maximum one claim shall be paid in a period of insurance.
- Maximum limit for Personal effects cover is KD 250 per claim and KD 1,000 per period of insurance, unless damaged whilst with the insured vehicle..
- All discounts may be amended or removed at company's discretied anytime.
- No excess on windscreen for a limit of three claims in the period of insurance.
- Personal accident benefit is maximum limit to KD 10,000/- for one person and with maximum limit to KD 20,000/- for all the passengers including the driver.
- Accident medical expenses limited to KD 500 per claim and KD 1,000 KD per period of insurance.
- In Car entertainment and satellite covers for the limit of 250 KD per claim and 1000 KD for the period of insurance subject to all equipments is fitted in the car and been damaged at the same time along with the vehicle.
- This policy excludes all third party liabilities, which are covered by mandatory TPL cover.

Additional Terms and Conditions for Standard Policy

- The car will be repaired in Alghanim's Bumper-to-Bumper garage on consolidated basis.
- The insured has to pay 50% of the total cost of any claim occurring under unknown damages.

DEFINITIONS

Company	: ENAYA INSURANCE COMPANY
Insured	: As described in the Schedule annexed hereto.
Period of Insurance	: As described in the Schedule annexed hereto.
Motor Vehicle	: A vehicle with a duly issued valid registration as described in the Schedule annexed hereto.
Insurance Provided	: Vehicle loss or damage (Own Damage)
Limits of Liability	: Limits of the amount of the Company's liability.
Geographical Area	: The State of Kuwait or otherwise as stated by endorsement. Legislation :
Legislation	: The laws of the State of Kuwait or otherwise as stated by endorsement.
Authorised Driver	: The insured or anyone authorized by the Insured provided the person driving holds a valid Kuwaiti licence or other permit recognized by the licencing authority.
Claims Excess	: The first amount of any claim which is to be paid by the Insured.
Young Driver Excess	: Excess to driver whose age is less than 25.
Market Value	: The current open market price.
Constructive Total Loss	: If the repair estimate of the damaged vehicle exceeds 75% of the insured value, the company may at their discretion declare the vehicle as total loss.
Limitations to Use	: Social domestic and pleasure purposes but this policy does not cover the following: i) use for the carriage of passengers for hire or reward. ii) use for racing, pace making, reliability trial or speed testing iii) whilst towing a trailer.