

# ABACAI ABOUND PRIVATE CAR INSURANCE POLICY



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# Welcome

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Thank you for choosing to insure **your vehicle** with Mulsanne Insurance. **We** want to give **you** every reason to feel satisfied with **your motor policy** and **we** aim to provide the best cover and claims service for all **our** policyholders.

This **policy**, together with **your schedule, certificate of motor insurance** and the **proposal form** or **statement of fact**, form the contract between **you** and **us**.

It is important that **you** take time to read all the documents and understand them and ensure that **you** have the cover **you** need. This document also gives useful advice on how to make a claim and what **you** can do if **you** are unhappy with **our** service.

This **policy** meets the needs and demands of someone who wants to insure their vehicle against loss or damage and for injury or damage caused by it. For **us** to give **you** a price that **you** are happy to pay **we** will ask **you** to pay a larger **excess** which **you** also have to pay where there is no damage to **your** own vehicle, or the damage is to someone else property or vehicle. It is very important that **you** read **Your Excess Explained** and **General Conditions 11. Your Excess** in this document and also **your Schedule** as this details the amount of the **excess**, and that **you** understand when this **excess** will apply.

## Insurer Information

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The benefits of this policy are underwritten by Mulsanne Insurance Company Limited.

Mulsanne Insurance Company Limited is a private company limited by shares incorporated in Gibraltar and registered with the Registrar of Companies under company number 101673 with its registered office at 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA and is authorised by the Gibraltar Financial Services Commission to carry on insurance business under the Financial Services Act 2019 and Financial Services (Insurance Companies) Regulations 2020 and authorised co-insurers.



Paul Cole  
Director  
Mulsanne Insurance Company Limited

The liability of each insurer to the policyholder is several, that is, limited to its participation under this policy and does not extend to the liability of any other insurer, under this policy to the policyholder. Co-insurer details are available on request.

# Your Motor Insurance Policy

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This **policy** is a legally binding contract between **you** and **us**. Please read this document, **certificate of motor insurance** and **schedule** together, to ensure they give **you** the cover **you** want.

The contract is based upon the information that **you** gave **us** in the **proposal form or statement of fact** and the declaration **you** have made. If any of the information contained therein is incorrect **you** must advise **us** or **your insurance intermediary** immediately.

Under the terms of the Consumer Insurance (Disclosure and Representations) Act 2012, it is **your** responsibility to take reasonable care to provide **us** with complete and accurate information when **you** take out **your policy**, throughout the life of **your policy** and when **you** renew **your policy**. It is essential that **you** tell **us** straight away about changes which may influence **our** acceptance or assessment of the risk. Failure to notify **us** could mean that the **policy** may not operate fully and could result in part of or all of a claim being refused. Such changes could include the following:

- accidents (whether your fault or not) or **thefts** (of or from a vehicle) whether covered by this **policy** or not involving **you** or anybody else covered by this **policy**
- **you** or anybody else covered by this policy receiving a fixed penalty notice, or being convicted of a motoring or a non-motoring offence, or being charged with or being notified of an intention to prosecute
- a change to **your** address or where **your vehicle** is usually kept overnight
- the discovery of a medical condition for which **you** or anybody else covered by this **policy** is required to notify DVLA
- a change to the make & model of **your vehicle** or what **your vehicle** is used for
- a change to **your** occupation (full or part time) or anybody else covered by this **policy**
- a change to who will drive **your vehicle**

This is not an exhaustive list so if **you** are in any doubt about whether or not facts may need to be considered **you** should disclose them.

**We** have agreed to insure **you** under the terms, conditions and exceptions of this **policy** or any **endorsement** which may show on **your schedule**; and **you** must have paid or agreed to pay the premium for this contract to be valid.

# Your excess explained

This **policy** has a high **excess** which applies to all of the sections shown within **Guide to Policy Cover**. The amount of this **excess** is detailed within **your schedule**.

By taking out this **policy** you have agreed to pay this **excess** in the event of a claim being made under this **policy**, even where there is no damage to **your** own vehicle. An **excess** is the amount **you** will have to pay towards any claim that is made under this **policy**.

It is very important that **you** understand when an **excess** will apply, and the implications if **you** do not pay **your excess** as detailed within **General Conditions 11. Your Excess**. **You** must contact **your insurance intermediary** immediately if **you** have any queries about this.

If **you** choose to use **your** own repairer instead of **our** repairer an additional £250 Accidental Damage or Malicious Damage Excess will apply in addition to the **excess** stated within **your schedule**. **You** also must cooperate fully when **you** make a claim or if a claim is made against **you** as this may help to reduce the overall cost of the claim.

## Guide to Policy Cover

**You** should refer to **your schedule** to establish the cover which applies to **your** insurance. The following then confirms the sections of this document that apply:

| Policy Sections                                   | Levels of cover |                            |                  | Excess payable towards each claim* |
|---|-----------------|----------------------------|------------------|------------------------------------|
|   | Comprehensive   | Third Party Fire and Theft | Third Party Only |                                    |
| Section 1: Third Party Only cover                 | ✓               | ✓                          | ✓                | ✓                                  |
| Section 2: Fire and Theft                         | ✓               | ✓                          | ✗                | ✓                                  |
| Section 3: Accidental Damage                      | ✓               | ✗                          | ✗                | ✓                                  |
| Not covered by Section 2 or Section 3             | ✓               | ✓                          | ✗                | ✓                                  |
| Section 4: Replacement Motor Vehicle              | ✓               | ✗                          | ✗                | ✓                                  |
| Section 5: Windscreen cover                       | ✓               | ✗                          | ✗                | ✓                                  |
| Section 6: Personal Accident and Medical Expenses | ✓               | ✗                          | ✗                | ✗                                  |
| Section 7: Courtesy Car                           | ✓               | ✓                          | ✗                | ✗                                  |
| Section 8: Foreign Use                            | ✓               | ✓                          | ✓                | ✓                                  |
| General Conditions                                | ✓               | ✓                          | ✓                |                                    |
| General Exclusions                                | ✓               | ✓                          | ✓                |                                    |

\* **Excess payable for each claim: you** pay for the first amount of each claim as detailed in **your schedule**, except for Windscreen or Glass Claims where the **excess** is detailed within Section 5 of this document.

# Definitions

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## Definitions of words and phrases used in this document and are shown in bold throughout the policy

|                                    |   |
|------------------------------------|---|
| Accessories                        | Parts or products specifically designed to be fitted to <b>your vehicle</b> , including the manufacturer's standard tool kit and <b>your vehicle's</b> safety equipment.  |
| Certificate of Motor Insurance     | Documentary evidence that <b>you</b> have taken out the insurance that <b>you</b> must have by law. It describes <b>your vehicle</b> , who can drive it and the purpose that it can be used for.  |
| Courtesy Car                       | A small hatchback provided by <b>our</b> approved repairer while they are repairing <b>your vehicle</b>   |
| Endorsement                        | A change to the terms of <b>your policy</b> , and shown on <b>your schedule</b> .   |
| Excess                             | The amount <b>you</b> will have to pay towards any claim and shown on <b>your schedule</b> or policy section. <b>You</b> are responsible for the <b>excess</b> even if the incident is not <b>your</b> fault, where there is no damage to <b>your vehicle</b> , or the damage is to someone else's property or vehicle. |
| Fire                               | <b>Fire</b> , lightning, explosion or self-ignition   |
| Insurance intermediary             | The Insurance Broker, Agent or Intermediary who acting on <b>your</b> behalf has placed this insurance with <b>us</b> .   |
| Market Value                       | The cost of replacing <b>your vehicle</b> with one of similar type, age, mileage and/or condition at the time of the loss as assessed by <b>us</b> . <b>We</b> use guides (such as Glasses Guide) which refer to vehicle values, engineers and any other relevant sources to assess the <b>market value</b> .           |
| Policy                             | The document consisting of <b>your Proposal Form or Statement of Fact</b> , <b>our</b> motor insurance policy, <b>your certificate of motor insurance</b> , <b>schedule</b> , and any <b>endorsements</b> .   |
| Your vehicle / Your motor vehicle  | Any vehicle including its spare parts and <b>accessories</b> for which <b>we</b> have issued a <b>certificate of motor insurance</b> under this policy.   |
| Period of Insurance                | The period of time covered by this insurance as shown in the <b>schedule</b> and/or <b>certificate of motor insurance</b> , and for which <b>we</b> have accepted <b>your</b> premium.  |
| Personal Belongings                | Property which is worn or used in everyday life and which belongs to <b>you</b> and is in <b>your vehicle</b> .   |
| Proposal form or Statement of Fact | The document which contains the information provided by <b>you</b> upon which <b>we</b> have accepted <b>your</b> insurance   |
| Road Traffic Act(s)/Law(s)         | The laws which include details of the minimum motor insurance cover needed in the <b>United Kingdom</b> .   |
| Schedule                           | The document that identifies the <b>policyholder</b> , and sets out details of the cover <b>your</b> policy supplies.   |
| Territorial Limits                 | Countries within the <b>United Kingdom (UK)</b> , and the European Union (EU), Andorra, Iceland, Norway and Switzerland.  |
| Theft                              | Any <b>theft</b> or attempted <b>theft</b> which has been reported to the Police.   |
| United Kingdom                     | England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands (including transit by sea, air, rail or within and between these places).  |
| We/Us/Our                          | Mulsanne Insurance Company Limited  |
| You/Your                           | The person(s) or company named in the <b>schedule</b> and <b>certificate of motor insurance</b> as the Insured or Policyholder.   |

# Section 1 – Third Party Only cover

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## What is covered

We will cover **you** for **your** legal responsibility if there is an accident which involves **your vehicle** and where **you**:

- kill or injure someone; or
- damage their property or their vehicle;

This cover also applies to any accident caused by a trailer, caravan or vehicle **you** are towing.

## Other people using your vehicle

We will also provide the same cover for:

- anyone allowed by the **certificate of motor insurance** to drive **your vehicle**, as long as they have **your** permission;
- anyone using (but not driving) **your vehicle** with **your** permission for social, domestic and pleasure purposes;
- anyone who is in or getting into or out of **your vehicle**;
- **your** employer or business partner if the **certificate of motor insurance** allows business use. Does not apply if **your vehicle** is owned, leased or hired to the employer or business partner.
- the legal personal representative of anyone covered under this section if that person dies. If any person covered by this insurance should die, **we** will deal with any claim made against their estate provided that the claim is covered by this insurance.

## Driving Other Cars

There is no provision on this **policy** to drive other vehicles. This **policy** only operates when **you** are driving the vehicle which is shown on **your certificate of motor insurance**.

## Legal Representation costs

Subject to agreement by **us** in writing **we** will pay for:

- solicitors costs to represent any person covered by this insurance at a Coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- reasonable costs to defend any person covered by this insurance against a charge of manslaughter or causing death by reckless or dangerous driving;
- any other costs incurred with any accident which may involve legal liability under this insurance.

Unless otherwise agreed by **us** in writing, **we** will NOT pay:

- the costs if covered by another insurance policy;
- for proceedings where the driver was under the influence of drink or drugs at the time of the accident.

## Emergency Medical Treatment

We will pay for emergency medical treatment that is required under the **Road Traffic Act** following an accident involving **your vehicle** covered by this insurance. If this is the only payment made then **your** No Claims Bonus will not be affected.

## NOT COVERED BY SECTION 1

- The first amount, which is detailed in **your schedule** as the **excess**, of each claim.
- Any claim for death or injury to anyone while they are working with or for the driver of the vehicle, except as set out in **road traffic law**, or where in the course of their employment cover is provided by their employers liability insurance.
- Death or bodily injury to the driver or the person in charge of **your vehicle** if the death or bodily injury occurred as a result of that person having driven **your vehicle**.
- Damage to property or injury to animals owned by or held in trust, custody or control of **you** or any other person covered by this insurance.
- Loss or damage by pollution or contamination however caused except as required by the **road traffic acts**.
- Any amount exceeding £20,000,000 for any one claim or series of claims arising out of one cause in respect of damage, loss or use or other indirect loss in respect of property, and any amount above £5,000,000 for costs and expenses incurred.
- Loss of or damage to any motor vehicle **you** drive, or any trailer or vehicle **you** tow.
- Anyone who makes a claim knowing that the driver did not hold a valid driving licence at the time of the incident.

## Section 2 – Fire and Theft cover

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### What is covered

If **your vehicle** is lost or damaged as a result of:

- **fire**;
- **theft** or attempted **theft**

**we** will at **our** option either pay (subject to the deduction of any **excess**):

- for the repair of the damage;
- the current **market value** or the amount shown on **your** purchase receipt (whichever is lower) of **your vehicle** (**your vehicle** will then belong to **us**);
- the cash value of any lost or stolen part;

The payment will be made to:

- **you**; or
- the legal owner of **your vehicle** if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise in writing.

The same cover also applies to **your vehicle's accessories**, if kept with, on or in **your vehicle**.

### Parts

**We** or the repairer may use parts which have not been supplied by the manufacturer.

### NOT COVERED BY SECTION 2

Refer to NOT COVERED BY SECTION 2 (Fire and Theft ) and SECTION 3 (Accidental Damage) and GENERAL EXCLUSIONS.

## Section 3 – Accidental Damage cover

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### What is covered

If **your vehicle** is damaged, **we** will at **our** option either pay (subject to the deduction of any **excess**):

- for the repair of the damage;
- the current **market value** or the amount shown on **your** purchase receipt (whichever is lower) of **your vehicle** (the damaged vehicle will then belong to **us**);
- the cash value of any lost or stolen part;

In addition, **we** will pay the reasonable cost of:

- protecting **your vehicle** if it becomes unusable due to accidental damage;
- returning **your vehicle** to **your** home address in the **United Kingdom** after repair. This is subject to **our** written consent.

The payment will be made to:

- **you**; or
- the legal owner of **your vehicle** if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise in writing.

### Parts

**We** or the repairer may use parts which have not been supplied by the manufacturer.

### Windscreen or Glass claims

If **you** have Comprehensive cover, windscreen or glass claims are dealt with under Section 4 Windscreen or Glass Cover, except any glass or roof types which are specifically excluded within that section.

### NOT COVERED BY SECTION 3

Refer to NOT COVERED BY SECTION 2 (Fire and Theft) and SECTION 3 (Accidental Damage) and GENERAL EXCLUSIONS.



# Not Covered by: Section 2 (Fire and Theft) or Section 3 (Accidental Damage)

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## WE WILL NOT PAY

- (i) The first amount, which is detailed in **your schedule** as the **excess**, of each claim.
- (ii) more than the **market value** or the amount shown on **your** purchase receipt (whichever is lower) at the time of accident or loss if **your vehicle** or **accessories** or spare parts are damaged beyond economical repair.
- (iii) more than the last list price of parts no longer available as new.
- (iv) for loss or damage caused by **theft** while nobody is in **your vehicle**, unless all the doors, windows and other openings are closed or locked, and **your vehicle's** keys and any door or ignition unlocking devices are removed and are not within or on the vehicle or have been left unattended in a public place and the vehicles electronic or mechanical devices are set including all security alarms and devices.
- (v) for loss of or damage to **your vehicle**, if at the time of the incident, it was being driven by or used by anybody not named on **your certificate of motor insurance** unless the person driving is reported to the police for taking **your vehicle** without **your** permission, including being charged.
- (vi) any loss or damage up to the amount which appears on **your schedule** as an **excess**. This **excess** will increase if **you** choose to use **your** own repairer and **you** must read the **How to Claim** page in this document.
- (vii) No Payment will be made for
  - loss of or damage to **your vehicle** if **you** or anyone named on the **certificate of motor insurance** was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident;
  - loss of or damage to the contents of the insured motor vehicle, including but not limited to, **personal belongings**, telephones, television equipment, two way radio transmitters or receivers or money, or goods, tools or samples carried in connection with any trade or business;
  - loss of or damage to **your vehicle** through deception, fraud or repossession, by using a counterfeit or other form of payment which is not authorised or due to any government, public or local authority legally taking, keeping or destroying **your vehicle**;
  - loss of or damage to **your vehicle** caused by an inappropriate type of fuel being used;
  - loss of or damage to any trailer, caravan or vehicle, or their contents, whilst being towed by **your vehicle**;
  - depreciation, wear and tear, or loss of value due to repair;
  - mechanical, electrical, electronic or computer faults, failures, breakdowns, breakages or malfunctions;
  - damage to tyres caused by braking, punctures, cuts or bursts;
  - loss of use, earnings or any other indirect loss;
  - loss of or damage to **your vehicle** caused by inappropriate re-charging of its fuel cell;
  - loss of or damage to **your vehicle** caused by the use of re-charging cables and equipment which have not been approved by the vehicles manufacturer or those supplied by the rapid charging unit used.

## Section 4 – Replacement Motor Vehicle

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If **your vehicle** is less than 12 months old, **we** will (subject to availability) replace it with a new motor vehicle of the same make, model and specification (or nearest specification), if:

- a) **your vehicle** is stolen and not recovered within 30 days of being reported; OR
- b) The cost of repairing accidental damage exceeds 60% of the vehicles list price (including any taxes) at the time of purchase.

Both a) and b) are subject to:

- **your vehicle** being owned by **you** or **your** spouse. This includes purchase under a hire purchase, however specifically excludes vehicles which are the subject of a contract hire or leasing agreement; and
- the agreement of any interested hire purchase company; and
- **you** or **your** spouse being the first registered keeper of the vehicle; and
- the recorded mileage not exceeding 10,000 at the time of the incident.

If a suitable replacement vehicle cannot be found, then the most **we** will pay will be the current **market value** of **your vehicle**. The stolen and recovered or damaged vehicle will then belong to **us**.

## Section 5 – Windscreen or Glass cover

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If **you** have Comprehensive cover **we** will pay for the replacement or repair of **your vehicle's** windscreen or other windows if they are broken or damaged. This includes any scratching to **your vehicle's** bodywork if solely caused by the incident, and if the work is carried out with the authority of the Windscreen Helpline.

An **excess** will apply:

- if **your** windscreen is replaced then a £95 **excess** is required.
- if **your** windscreen is repaired then a £25 **excess** is required.
- If the work is not carried with the authority of the Windscreen Helpline then **we** will not pay any more than £75, after deduction of the **excess**.

Payments under this section will not affect **your** No Claims Bonus, and the maximum number of claims will not exceed two per policy period.

### NOT COVERED BY SECTION 5

Any glass, window or roof type described here are not covered by this section and will be dealt with under Section 3 Accidental Damage:

- Damage to plastic windows on a convertible vehicle
- Sun roofs, roof panels, panoramic windows or roofs
- Lights or reflectors whether glass or plastic.

## Section 6 – Personal Accident and Medical Expenses

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### PERSONAL ACCIDENT

If **you** or **your** spouse die or suffer accidental bodily injury as a direct result of an accident within **your vehicle** **we** will pay the following amounts:

| Type of Injury                          | Amount we will pay |
|---|--------------------|
| Death                                   | £2500              |
| Loss of any limb                        | £1000              |
| Total loss of sight in one or both eyes | £1000              |

Any payment will be made to **you** or **your** legal representative.

### NOT COVERED BY SECTION 6 – Personal Accident

The most **we** will pay in any one **period of insurance** is £2500 and if **you** and **your** spouse have another policy of insurance with **us**, **we** will only pay out under one contract. No payment will be made if:

- the death or bodily injury was caused by suicide or attempted suicide or any intentional injury;
- the insurance is not in the name of an individual;
- a seatbelt is not worn at the time of the accident;
- the insured person was under the influence of alcohol or drugs at the time of the incident.

### MEDICAL EXPENSES

If **you**, or the driver of the insured **motor vehicle** or any passenger in the insured **motor vehicle** are injured in an accident involving **your vehicle** **we** will pay for medical expenses up to a sum of £150 for each injured person. This does not apply if there is cover under another insurance policy.

## Section 7 – Courtesy Car

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Following a claim under Section 2 (Fire and Theft) or Section 3 (Accidental Damage) **you** may be entitled to a **courtesy car** while **your vehicle** is being repaired by one of **our** approved repairers. This is subject to:

- **us** agreeing that the claim is covered by **your policy**
- the repairs being carried out by one of **our** approved repairers; and
- the approved repairer having a car available for **you** to use.

**You** will not be entitled to a **courtesy car** if:

- **your vehicle** has not been recovered after it has been stolen; or
- **we** cannot repair **your vehicle**; or
- the cost of repairing **your vehicle** is uneconomical; or
- **your policy** does not cover the damage.

The **courtesy car** will be insured on a comprehensive basis for the period which **we** have agreed that **you** may have the courtesy car. **You** and anybody else covered to drive under this **policy** will be covered to drive the courtesy car for the same use provided for by this **policy**.

If **we** have provided **you** with a **courtesy car** and it becomes apparent that **we** cannot repair **your vehicle** or that the cost of repair is uneconomical **you** must return the **courtesy car** within 2 days of **us** informing **you**. If **you** do not, **you** will be liable to pay the costs of keeping the **courtesy car** after this time or any other time agreed by **us**. Any hire costs for which **you** become liable may either be deducted from the settlement that **we** agree to pay **you** or added to **your excess**.

While **you** have a **courtesy car** provided by **us** **you** will have to pay the running costs (e.g. the cost of fuel) and any fines or other penalties incurred by **you** or anybody else covered by this policy while using the **courtesy car**.

**Courtesy cars** provided by **us** must not be used outside of Great Britain, Northern Ireland, Isle of Man or the Channel Islands.

## Section 8 – Foreign Use

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### IMPORTANT

If it is a legal requirement for a physical Green Card document to be in **your** possession to travel to countries permitted by this **policy**, then **you must** contact **your insurance intermediary** at least 10 days prior to the start date of **your** travel to obtain this document. If **you** travel without a Green Card **you** may be breaking the law and may not be able to drive in the country **you** are visiting.

### Compulsory Insurance

This **policy** provides the minimum cover required by law to use **your vehicle** in:

- any country which is a member of the European Union (EU);
- any country which the Commissioner of the European Community 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 Directive 2009/103/EC). (If the level of cover granted under EU Directives is less than provided by the **United Kingdom** law the higher level will apply).

### Travel within Territorial Limits

**We** will insure **you** for the cover shown on **your schedule** while **you** are travelling within the **Territorial Limits**, (including the process of loading and unloading) between ports or terminals in the countries where **you** have cover as long as **your vehicle** is being transported by a recognised air, sea or motor-rail route of not more than 65 hours in duration.

**We** will also pay for:

- customs duty which **you** may have to pay after temporarily importing **your vehicle** into any of the countries for which cover is provided;

And/Or

- the reasonable cost of delivering **your vehicle** to **your** home address in the **United Kingdom** following repairs required due to accident or loss.

Provided that:

- the total number of days outside the **United Kingdom** does not exceed 60 days in any one **period of insurance**;
- **your** main permanent home is in the **United Kingdom**.

### Travel outside of the Territorial Limits

Subject to **our** approval and the payment of a required additional premium **we** may cover **you** for the cover detailed in **your schedule** to travel to countries not within the defined **territorial limits**. A Green Card or Travel document will be issued and this will be evidence of the cover. This cover must be agreed at least ten working days prior to the start date of **your** travel.

**We** will also pay for:

- customs duty which **you** may have to pay after temporarily importing **your vehicle** into any of the countries for which cover is provided;

And/Or

- the reasonable cost of delivering **your vehicle** to **your** home address in the **United Kingdom** following repairs required due to accident or loss.

**REFER TO SECTION ENTITLED 'DRIVING ABROAD' FOR MORE INFORMATION.**

# General Conditions

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## 1. General

The cover provided by this insurance only applies if

- the information provided on the **proposal form or statement of fact** and declaration is correct and complete to the best of **your** knowledge and belief. The premium charged is based on the information **you** gave **us** when **your** cover started and when renewed.
- **you** have paid or agreed to pay the premium.
- anybody claiming under this **policy** has adhered to all of the conditions in this document and **endorsements** on the **schedule**.

## 2. If you have a claim

a) **You** must report any incident to **us** immediately.

b) **You** must send any communication about a claim (including a writ or summons) immediately to **us** unanswered and also advise if **you** know of any future prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this insurance.

c) Any **theft** or vandalism or other malicious damage must be reported to the Police.

d) **You** must not admit liability for or negotiate to settle any claim without **our** written permission. **We** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. **You** must give **us** all the information and help **we** need.

e) **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim.

f) Where required, **we** may request the return of the **certificate of motor insurance**, or any other supporting documentation.

g) Should **we** deal with a claim involving the actual or constructive total loss of **your vehicle** then any outstanding premium may be deducted from the agreed settlement value.

## 3. Fraud and Misrepresentation of Risk

(a) When applying for this insurance, including renewing or amending **your policy**, if **you** or anyone acting for **you**:

- provide **us** with incorrect or misleading information to any questions during **your** application process
- mislead **us** deliberately to obtain the insurance cover, a cheaper premium or better terms
- provide **us** with documentation which has been falsified or has been altered
- make a fraudulent bank or card payment to **your insurance intermediary**

**We** may:

- cancel or void **your policy**. If **we** void **your policy** it will be treated as if it never existed. **We** may withhold any premiums that **you** have paid to **us**
- reject any claim or reduce the amount of payment to be made
- agree to correct **your policy** details and charge any additional premium due and apply the correct terms

Where **we** establish that there is any element of fraud, **we** will then:

- not return any premiums that **you** have paid to **us**
- recover any costs **we** have incurred from **you**
- cooperate with the authorities in the detection and prosecution of those involved in the fraud, including the Police authorities and reporting under the Proceeds of Crime Act.

(b) If any claim is in any way fraudulent or if **you** or anyone acting on **your** behalf has used any fraudulent means, including inflating or exaggerating the claim, or submitting forged or falsified documents, or if **you** have not given complete or accurate information, then no payment will be made, all cover under this policy will end and **you** will lose any premium that **you** have paid. It is **our** practice to fully co-operate with the authorities in the detection and prosecution of those involved in fraud.

## 4. Your vehicle

**You** must take all reasonable steps to protect **your vehicle** and its contents from loss or damage, and **your** vehicle must be maintained, and kept in an efficient and a roadworthy condition. **We** must be allowed to examine **your vehicle** if we deem this necessary.

## 5. Cancellation

a) **Within 14 days (Cooling off Period):** **You** have 14 days to decide whether to proceed with the purchase of this insurance contract, from the later of the day that you took out the insurance contract or the day **you** receive the full terms of the insurance contract. If the policy is cancelled within this 14 day period and subject to no claims having been made (or likely to be made), **we** will charge a proportionate premium for the period **we** have been insuring **you**. **Your insurance intermediary** may also charge administration fees sufficient to cover their costs.

**You** may notify **us** or **your** intermediary, via email, of **your** intention to cancel the **policy**, acknowledging that the **certificate of motor insurance** has ceased to have effect from the appropriate time and date.

# General Conditions -continued

## 5. Cancellation - continued

b) After 14 days: **You** can cancel this insurance at any time by contacting **us** or **your insurance intermediary** of **your** intention to cancel the **policy**, acknowledging that the **certificate of motor insurance** has ceased to have effect from the appropriate time and date. Subject to no claims having been made (or likely to be made) in the current **period of insurance**, **we** will charge a premium in accordance with **our** cancellation scale shown below. **Your insurance intermediary** may also charge a fee sufficient to cover their costs. The cancellation will take effect from the date and time requested.

| Period of Cover    | Percentage of Refund |
|--------------------|----------------------|
| Up to 14 days      | Pro rata             |
| 14 days to 1 Month | 78%                  |
| Up to 2 Months     | 65%                  |
| Up to 3 Months     | 58%                  |
| Up to 4 Months     | 51%                  |
| Up to 5 Months     | 44%                  |
| Up to 6 Months     | 36%                  |
| Up to 7 Months     | 29%                  |
| Up to 8 Months     | 22%                  |
| Up to 9 Months     | 15%                  |
| Up to 10 Months    | 9%                   |
| Up to 11 Months    | 3%                   |
| Up to 12 Months    | 0%                   |

c) Our cancellation rights: **We** or **your insurance intermediary** may cancel this insurance by giving **you** 7 days' notice in writing to **your** last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). Subject to no claims having been made (or likely to be made), **we** will refund a proportionate part of the premium.

d) Premium defaults: If **you** pay **your** premium by instalments and there is a default in payments, **we** or **your insurance intermediary** may cancel this insurance by sending **you** 7 days' notice of cancellation in writing as detailed within (5c) above. No refund of premium will be allowed for the unexpired portion of the insurance. **Your insurance intermediary** may also charge a fee.

## 6. Administration Costs

If **you** make any changes to **your** policy, **your** premium may be recalculated and **you** may have to pay an additional premium or **you** may receive a refund of premium, both of which will be subject to a premium charge of £20 (plus insurance premium tax (IPT) where applicable). This charge is to cover **our** administration costs. **Your insurance intermediary** may also make a charge for their administration costs.

## 7. Car Sharing

This insurance will cover **you** when **you** are being paid for carrying passengers for social or similar purposes provided that:

- the number of people carried does not exceed the seating capacity of **your vehicle** (including the driver);
- **you** are not carrying passengers as a part of a business of carrying passengers;
- the total of the payments **you** receive for the journey does not involve any element of profit.

## 8. Payments made outside policy terms

If the law of any country in which this policy covers **you** makes **us** obliged to make any payment which **we** would not normally have paid, **we** are entitled to ask **you** to repay **us**.

## 9. Changes to your policy cover or details

**You** must advise **us** (or **your insurance intermediary** if applicable) immediately if any of **your** details change, including but not limited to: change of vehicle, address, use, drivers, annual mileage, occupations, vehicle modifications, medical conditions, motoring offences or fixed penalties, non-motoring offences.

When a change is advised to **us**, **we** review **your** cover, therefore **your** premium may be altered. Also, depending on the change, **you** are not insured until a covernote or revised **certificate of motor insurance** has been issued.

## 10. Choice of Law

This policy is governed by the law which applies in the part of the **United Kingdom** in which **you** live, unless otherwise agreed by **you** and **us** in writing before this **policy** starts.

# General Conditions -continued

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## 11. Your excess

You must pay the **excess** detailed in **your schedule** towards any claim made within any of the sections detailed in **Guide to Policy Cover**, where applicable. If **you** do not pay **your excess**:

- **we** may reject **your** claim or reduce the amount to be paid;
- and where **we** make a payment relating to the claim or incident then:
  - **we** will contact **you** for payment of the **excess**; and then
  - if payment is not received **we** or **your insurance intermediary** may cancel **your policy** in line with General Conditions 5(c) : and then
  - **we** may engage with debt collection agencies to recover the amount from **you**; and then
  - if **we** still are unable to collect the **excess** from **you** it may result in **us** obtaining a county court judgement against **you** which will have an adverse effect on **your** credit rating.

# General Exclusions

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**General Exclusions apply to the whole of this insurance policy, and in addition to “What is not covered” within each policy section. Your insurance does NOT cover the following:**

## 1. Use of Your Vehicle

Any accident, injury, loss, damage or liability arising while **your vehicle** covered by this insurance is:

- being used for a purpose for which **your vehicle** is not insured, used for purposes not mentioned on or is excluded by the **certificate of motor insurance**;
- being driven by or in the charge of any person who is not noted on the **certificate of motor insurance** as a person entitled to drive or is excluded by **endorsement**. The exclusion does not apply if **your vehicle** is in the custody or control of a member of the motor trade for maintenance or repair;
- a **motor vehicle** being driven by or in the charge of any person (including **you**) who **you** know is a provisional licence holder and who is not accompanied by a person aged 21 or over and has held a full UK or EU driving licence for at least 3 years;
- being driven outside of the limitations of the drivers licence, or driven by someone who does not have a valid driving licence or is breaking the conditions of their licence;
- being driven by any person (including **you**) who **you** know is disqualified from driving or has never held a licence to drive the **motor vehicle**, or is prevented from having a licence (unless they do not need a licence as required by law);
- being driven in an unsafe, unroadworthy or damaged condition or where **your vehicle** does not have a valid Department of Transport test certificate (MOT) if one is required by law;
- being driven with a load or number of passengers which is unsafe or greater than the manufacturers specifications;
- carrying an unsafe or insecure load or is towing a trailer which is carrying an unsafe or insecure load;
- being used for any purpose in connection with the Motor Trade;
- being used for hire and reward purposes;
- being driven whilst declared SORN (Statutory Off Road Notification).

## 2. Airside Exclusion

**We** will not cover any accident, injury, loss, damage or liability arising while **your vehicle** is being used in or on that part of any airport, aerodrome, airfield or military base which is used for the take-off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons, the associated service roads, refuelling areas and ground equipment parking areas. **We** will not pay for any claim concerning an aircraft within the boundary or restricted area of an airport or airfield.

## 3. Imported Vehicles

Any **motor vehicle** which was manufactured outside of the **United Kingdom** and imported other than through the manufacturers normal import arrangements, unless otherwise agreed.

## 4. Other Insurance

Any loss, damage or liability that is also covered by any other insurance policy.

## 5. Travel outside the Territorial Limits

Any loss, damage or liability that occurs outside the **territorial limits** unless **you** have paid an additional premium to extend **your** cover under Section 8 Foreign Use.

## 6. Competition and performance driving

Any accident, injury, loss, damage or liability arising while **your vehicle** is being used for racing, rallying, speed testing, competitions, speed trials, or when driven on a motor sport circuit, race track, disused airfield or de-restricted toll road (including Nürburgring).

## 7. Confiscation of your vehicle

Any loss or damage resulting from empowerment, or confiscation of **your vehicle** by Customs and Excise, Police or any other Government authority. Also, **we** will not cover securing the release of a motor vehicle, other than **your vehicle**, which has been seized by, or on behalf of any government or public authority.

## 8. War and hostilities

Any result of war, invasion, act of foreign enemy, act of terrorism, hostilities (whether war is declared or not), civil war, revolution, insurrection, rebellion, coup, military or usurped power or destruction of or damage to property by order of any government or public authority except so far as is necessary to meet the minimum required by law.



# General Exclusions - continued

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## 9. Earthquake, Radioactivity, Pressure waves, Dangerous Goods or Riot

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

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

## 10. Contracts

**We** will not cover any claim as a result of an agreement or contract unless **we** would have been responsible anyway.

## 11. People involved in this contract

This contract is between **you** and **us**. Nobody else has any rights they can enforce under this contract except those rights they have under **road traffic law**. The Contracts (Rights of Third Parties) Act 1999 does not allow any additional rights under this policy in favour of any third party.

## 12. Proceedings outside the United Kingdom

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

## 13. Racing and Deliberate Acts

This **policy** does not provide cover for any loss, damage, death or injury arising whilst **your vehicle** is being used in any rallies or as a result of racing formally or informally against another motorist; nor does it provide cover for any loss damage, death or injury intentionally caused by **you** or any driver insured to drive **your vehicle** and/or resulting from participation in any criminal act or offence.

# Important information

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## Motor Insurance Database – Continuous Insurance Enforcement (CIE)

Information relating to **your** policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurance 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 DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. 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, 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 information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on MID **you** are at risk of having **your vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## Sharing Information

Insurers pass on information to the Claims and Underwriting Exchange register (CUE), and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Motor Insurers' Bureau (MIB). The aim is to help **us** check information provided and also to prevent fraudulent claims. When **we** deal with **your** request for insurance or manage any claim that may arise, **we** may search the register(s).

When **you** tell **us** about an incident which may or may not give rise to a claim, **we** will pass information relating to it to the register(s). **You** can ask for more information about this. **You** should show this notice to anyone who has an interest in the vehicles insured under the **policy**.

## Fraudulent Claims

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest policyholders. In order to protect **your** interests and the interests of the vast majority of **our** policyholders, **we** fully investigate all claims, and where fraud is detected **we** report to the authorities under the Proceeds of Crime Act (POCA).

If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies. **You** may also report information in respect of bogus/fraudulent claims to the Cheatline on 0800 422 0421. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at [www.insurancefraudbureau.org](http://www.insurancefraudbureau.org). All information is reported anonymously and will be treated in the strictest of confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help reduce insurance premiums. More information can be provided if requested.

## Financial Services Compensation Scheme (FSCS)

Mulsanne Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations. Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

# How we use your information / Privacy Notice

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It is important that **you** understand how **we** will use **your** information, and **you** must read **our** Privacy Notice carefully as it explains how **we** use **your** personal information. **Our** Privacy Notice can be found at:

<https://www.mulsanneinsurance.com/privacy-policy/>

Contact the Head of Operations by email at [info@mulsanneinsurance.com](mailto:info@mulsanneinsurance.com) or by phone on 0344 573 1241 if **you** have any questions about **our** Privacy Notice or if **you** require a copy of the notice to be posted to **you**.

## How to Claim

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### **NEW CLAIMS HELPLINE: 0344 573 1229**

If **your** vehicle is involved in an accident or **you** need to make a claim under this **policy**, please contact **us** immediately using **our** Claims Helpline. In order to ensure **we** deal with **your** claim efficiently, **you** will need to provide **us** with as much information as possible:

- **your** policy number – this is shown on **your** certificate of motor insurance
- date, time, location and circumstances of the incident
- details of any other people involved in the incident – where possible obtain name and contact details of all those concerned
- names and contact details of any witnesses to the incident
- details of any injuries to any person involved in the incident

If **your** vehicle has been stolen, before calling **us** **you** should:

- report the **theft** to **your** nearest Police station
- and obtain a crime reference number from the Police

**If you choose to use your own repairer instead of our repairer an additional £250 Accidental Damage or Malicious Damage Excess will apply in addition to the Excess stated within your Policy Schedule**

### **WINDSCREEN HELPLINE: 0800 032 3522**

If **your** **policy** allows, and **your** windscreen needs to be replaced or repaired, please contact **our** windscreen helpline. **You** will be required to pay the **excess** shown within this **policy**, and only applies if **your** cover is Comprehensive.

### **EXISTING CLAIMS: 01273 741 991**

If **you** have an existing claim, please contact **our** Claims Department on the existing claims telephone number.

## Complaints Procedure

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Mulsanne Insurance Company Limited aims to provide a standard of service that will leave no cause for complaint. However if **you** are dissatisfied with the service **we** have provided please write to the Complaints Team, c/o Key Claims and Administration Services Limited, Ground Floor, Vega Building, 2a Roman Road, Hove, East Sussex, BN3 4LA, quoting **your** policy number or claim number and give **us** full details of **your** complaint.

Alternatively **you** may e-mail **your** complaint to [info@mulsanneinsurance.com](mailto:info@mulsanneinsurance.com) or call **us** on 0344 573 1241.

**We** will endeavour to investigate **your** complaint fully and resolve immediately. If **we** cannot resolve **your** complaint by the next working day **we** will acknowledge **your** complaint within five working days of receipt and do **our** best to resolve the problem within eight weeks by sending **you** a final response.

Should **you** remain dissatisfied having received **your** final response, **you** may be able to take **your** complaint to the Financial Ombudsman Service (FOS). Their address is The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. **You** may also find their details at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Should **you** feel the need to complain about the arrangement of **your** **policy** please contact **your** insurance intermediary in the first instance.

# Driving Abroad

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All insurance documentation should be taken with **you**, including **your certificate of motor insurance**, **your schedule**, and **your motor insurance policy**. The statement is repeated below in the following languages: French, German, Italian and Spanish.

The certificate of motor insurance, and motor insurance policy to which it relates applies in respect of incident occurring in member countries of the European Union. Cover also applies in other countries which have satisfied the requirements of the Commission of European Union as follows: Andorra, Croatia, Iceland, Norway and Switzerland.  
The certificate of motor insurance and the motor insurance policy to which it relates applies to any trailer whilst being towed by the motor vehicle shown on the certificate of motor insurance.

Le Certificat et la police d'assurance qui s'y rattache s'appliquent au regard d'incidents ayant lieu dans les pays membres Union Européenne. La couverture s'acquiert également dans d'autres pays qui ont rempli les conditions de la Commission de la Union Européenne, c'est-à-dire: Andorre, Croatie, la Islande, la Norvège, et la Suisse.  
Les Certificat et la police d'assurance qui s'y rattache s'appliquent à toute remorque étant tractée par le véhicule dont il est fait mention dans le Certificat.

Das Zertifikat und die diesbezügliche Versicherungspolice gewähren Versicherungsschutz für Versicherungsfälle in den Mitgliedsländern der EG. Der Geltungsbereich erstreckt sich ferner auf solche anderen Länder, die Erfordernisse der EG-Kommission erfüllt haben, nämlich: Andorra, Kroatien, Norwegen, und die Schweiz.  
Das Zertifikat und die diesbezüglich Versicherungspolice gewähren Deckung Für Anhänger des auf dem Zertifikat angegebenen Fahrzeugs.

Il certificate e la polizza di assicurazione a cui fa riferimento si applicano per gli incidenti che occorrono nei paesi della Unione Europea. L'assicurazione si applica anche per gli altri paesi che hanno soddisfatto le esigenze delle Commissione della Unione Europea, cioè: L'Andorra, Croazia, Islanda, Norvegia, e Svizzera.  
Il certificate e el polizza di assicurazione a cui si riferisce, si applicano a qualsiasi rimorchio che venga trainato dal veicolo indicato sul certificate.

El Certificado y la Póliza de Seguro correspondiente, cubren los accidentes que ocurran en cualquiera de los países miembros de la Unión Europea. Asimismo cubren los accidentes que ocurran en los siguientes países que reúnen las condiciones exigidas por la Comisión de la Unión Europea: Andorra, Croacia, Islandia, Noruega, y Suiza.  
El Certificado y la Póliza de seguro correspondiente cubren a cualquier remolque mientras vaya arrastrado por el Certificado.