

**ABACAI ABOUND
ALL SECTIONS EXCESS
PRIVATE CAR
MOTOR INSURANCE POLICY**

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Welcome

Thank you for choosing Mulsanne to insure **your vehicle**. We want to **you** to be happy with **your motor policy** and aim to provide the best cover and claims service.

This **policy**, together with **your schedule, certificate of motor insurance, the statement of fact or proposal form** and any **endorsement**, form the contract between **you** and **us**. It is important that **you** take time to read and understand them and ensure that **you** have the cover **you** need.

The contract is based on the information that **you** supplied during **your** application so tell **us** or **your insurance intermediary** straight away if any of that detail is incorrect, or if it changes. For this **policy** to be valid **you** must have paid or agreed to pay the premium. [General Conditions 1. Your Details](#) provides full details.

This document also tells **you** how to make a claim and how to contact **us** 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 high compulsory **excess** which applies if **we** have to make payments for any claim **you** make for Accidental Damage or Fire or Theft, or to a Third Party where a claim is made against **you** for damage to their vehicle or property, or injury.

- [Your Excess Explained](#) (page 4) and
- [General Conditions 2. Your Excess](#) (Page 16), and
- **your schedule** which will tell **you** the amount of the **excess**...

Insurer Information

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.



Paul Cole
Director
Mulsanne Insurance Company Limited

How we use your information / Privacy Notice

Our Privacy Notice explains how **we** will use **your** personal information and can be found on **our** website:

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

If **you** have any questions about **our** Privacy Notice or want a copy of the notice to be posted to **you**, contact the Head of Operations:

Email: info@mulsanneinsurance.com

Phone: 0344 573 1241

Complaints

If **you** are unhappy with the service **we** have provided please contact **us**:

Post: Complaints Team, c/o Key Claims and Administration Services Limited, Ground Floor, Vega Building, 2a Roman Road, Hove, East Sussex, BN3 4LA.

Email: help@mulsanneinsurance.com

Phone: 0344 573 1241.

Quote **your** policy number (shown on **your certificate of motor insurance** or **schedule**) or claim number and give **us** full details of **your** complaint.

Our aim is to resolve **your** complaint out straight away. If it cannot be resolved by the next working day **we** will tell **you** and then respond within five working days. A final response letter will be with **you** within a maximum of eight weeks.

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

If **you** are unhappy about the arrangement of **your policy**, please contact **your insurance intermediary**.

Your excess explained

All Sections Excess

This policy has a high compulsory All Sections excess of £3000, that you must pay:

- if you make a claim for Accidental Damage (including Malicious Damage or Vandalism)
- if you make a claim for Fire or Theft
- if a claim is made against you and we have to make a payment to a Third Party for damage to their vehicle, property or for injury or death.

By taking out this policy, you have agreed to pay this excess in the event of these types of claims being made.

Contact your insurance intermediary straight away if you have any queries about this.

More information about this excess can be found in:

- **Guide to Policy Cover** (Page 4)
- **General Conditions 2. Your Excess** (page 16) explains the implications if you do not pay your excess.
- **your Schedule** which also tell you the amount of the excess...

Glass Claims

If you make a Glass Claim you will have to pay the excess that is shown in **Section 6: Glass**.

This only applies if you have Comprehensive cover.

Using your own repairer

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 on your schedule.

Guide to Policy Cover

Your schedule will tell you the level of cover that you have. This table explains the differences between each level of cover.

| Level of Cover | What this means |
|-----------------------------------|--|
| Third Party Only (TPO) | Provides cover for injury or damage you may cause to others or their property when driving your vehicle. This is a minimum requirement by law. |
| Third Party Fire and Theft (TPFT) | In addition to TPO, covers your vehicle against loss or damage caused by fire or theft. |
| Comprehensive (Comp) | In addition to TPFT, covers your vehicle against loss or damage caused by accidental damage. |

This table tells you the policy section that applies to your level of cover.

| Policy Sections | Levels of cover | | | Excess payable towards each claim |
|---------------------------------------|-----------------|----------------------------|------------------|-----------------------------------|
| | Comprehensive | Third Party Fire and Theft | Third Party Only | |
| Section 1: Making a claim | ✓ | ✓ | ✓ | ✓ |
| Section 2: Third Party Only cover | ✓ | ✓ | ✓ | ✓ |
| Section 3: Fire and Theft | ✓ | ✓ | ✗ | ✓ |
| Section 4: Accidental Damage | ✓ | ✗ | ✗ | ✓ |
| Not covered by Section 2 or Section 3 | ✓ | ✓ | ✗ | ✓ |
| Section 5: Replacement Motor Vehicle | ✓ | ✓ | ✗ | ✓ |
| Section 6: Glass Cover | ✓ | ✗ | ✗ | ✓ |
| Section 7: Personal Accident | ✓ | ✗ | ✗ | ✗ |
| Section 8: Medical Expenses | ✓ | ✗ | ✗ | ✗ |
| Section 9: Courtesy Car | ✓ | ✓ | ✗ | ✗ |
| Section 10: Using your vehicle abroad | ✓ | ✓ | ✓ | ✓ |
| Section 11: No Claims Bonus | ✓ | ✓ | ✓ | ✗ |
| Section 12: Cancelling your policy | ✓ | ✓ | ✓ | ✗ |
| General Conditions | ✓ | ✓ | ✓ | ✗ |
| General Exclusions | ✓ | ✓ | ✓ | ✗ |

Definitions

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 your vehicle . Includes the manufacturer's standard tool kit and safety equipment. Excludes audio equipment . |
| Approved Repairer | A repairer from our approved network who we will authorise to repair your vehicle following a claim made under your policy . |
| Audio Equipment | Audio, in-car entertainment, telephone (includes hands free) and navigation equipment that is permanently fitted to your vehicle . |
| Certificate of Motor Insurance | Proof that you have insurance in place that is required by law and Road Traffic Law . It shows your vehicle , who can drive it and what it can be used for. |
| Courtesy Car | A small hatchback provided by our approved repairer while they are repairing your vehicle . This is subject to availability. |
| Endorsement | A change to the terms of your policy and found on your schedule . |
| European Union / EU | Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, and Sweden. |
| Excess | The amount you will have to pay towards any claim and is shown on your schedule . |
| Fire | Fire , lightning, explosion or self-ignition. |
| Impounded / Impounded Vehicle | A motor vehicle that is held by the police, a government, local or public agency or authority. |
| Insurance Intermediary | The Insurance Broker, Agent or Intermediary who acting on your behalf has placed this insurance with us . |
| Key(s) | A key, keyless entry system or any device used to start, secure, or gain access to your vehicle . |
| Market Value | The cost of replacing your vehicle with one of similar type, age, mileage and/or condition at the time of the loss as assessed by us . We use guides (such as Glasses Guide), engineers and any other relevant sources to assess the market value . |
| Period of Insurance | The period of time you are covered by this insurance. Shown on your certificate of motor insurance and schedule . |
| Personal Belongings | Property which is worn or used in everyday life and belongs to you and is in your vehicle . |
| Policy | This document, your statement of fact or proposal form , certificate of motor insurance , schedule , and any endorsements . |
| Road Traffic Law(s) | The laws which include details of the minimum motor insurance cover needed to drive a motor vehicle in the United Kingdom and any other country that this policy operates. This includes the Road Traffic Act 1988 and any replacement legislation. |
| Schedule | Details you , your vehicle , excess , endorsements and the premium you need pay. |
| Statement of Fact / Proposal Form | A record of the information you provided when completing your application for insurance. Forms part of the policy . |
| Territorial Limits | Countries in the United Kingdom (UK) , the European Union (EU) , Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland. |
| Theft | Any theft or attempted theft which has been reported to the Police. |
| United Kingdom / UK | 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). |
| Your vehicle / Your motor vehicle | A vehicle, including its accessories, insured by your policy , and shown on your certificate of motor insurance by its registration number and described on your schedule . |
| We / Us / Our | Mulsanne Insurance Company Limited |
| You / Your / Policyholder | The person(s) or company named in the schedule and certificate of motor insurance as the Insured or Policyholder. |

Section 1 - Making a claim

New Claims Helpline: 0344 573 1229

Windscreen Helpline: 0800 032 3522

Existing Claims: 01273 741 991

a) If you need to make a claim

Contact the **New Claims Helpline** as soon as possible to tell **us** what happened, including

- the date, time, location and circumstances of the incident
- details of any other people or vehicles involved – names, contact details and vehicle registration numbers
- names and contact details of any witnesses
- details of any injuries to any person involved
- **your** policy number if **you** have to hand will be useful, it can be found on **your certificate of motor insurance** or **schedule**.

Thefts, Vandalism or Malicious Damage

- contact the Police and obtain a crime reference number first.

Glass or Windscreen claims

- contact the **Windscreen Helpline** if only **your** glass or windscreen needs replacing or repairing

Getting all the facts to **us** quickly can help to reduce the time and cost involved in dealing with **your claim**.

b) Once you have made a claim

Our claims team will keep **you** informed about the progress of **your** claim and may ask for further information.

Contact **Existing Claims** if **you** have any questions.

If your vehicle is damaged and covered by this policy

- and can be driven an **approved repairer** will be appointed. **You** will need to drive **your vehicle** to the **approved repairer** to be repaired.
- if it cannot be driven, **we** will arrange recovery to a safe place. **You** will need to tell **us** the full address of the location of the vehicle.

Depending on the extent of any damage then:

- **we** will arrange for **your vehicle** to be collected for repair; or
- if it is apparent that **your vehicle** cannot be repaired or is a total loss, arrange for it to be collected and moved to safe storage.

If you use our approved repairer

- **you** may be entitled to use a **courtesy car** if one is available.
- the work to repair **your vehicle** will be guaranteed by the **approved repairer** for 5 years.
- the cost to repair or recalibrate any ADAS (Advanced Driver Assistance Systems) will be included as part of any accidental damage claim, provided that the repair or recalibration is necessary as part of the claim **you** are making.

If you do not use our approved repairer

- an additional £250 Accidental Damage or Malicious Damage Excess will apply in addition to the **excess** stated within **your schedule**. This means that if the **excess** on **your schedule** is £500, it will be increased to £750.
- **your** repairs may not be guaranteed.
- **you** will need to arrange for the repair or recalibrate of any ADAS (Advanced Driver Assistance Systems) immediately following the repair.

Parts

- parts may be used which have not been produced by **your vehicle(s)** manufacturer.
- **we** will use parts that are of similar standard to the parts being replaced.
- **we** may use recycled parts.

Excess

- **you** will be required to pay any **excess** shown on **your schedule** or in this document.
- if **you** do not use **our** approved repairer **your excess** will be increased as shown in 'If you do not use our approved repairer'.
- **Your Excess Explained** and **Guide to Policy Cover** provides more information.

c) How we will pay your claim

We will either pay (minus **your excess**):

- for the cost of the repairs.
- a cash payment up to the current **market value** of **your vehicle**, then it will belong to **us**.
- the value of any stolen parts

And 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, with **our** written approval.

Payment will be made to

- **you** or the legal owner of **your vehicle** if owned by someone else, or;
- if **your vehicle** is subject to a hire purchase agreement, **we** will pay any money owed to that company first and then pay any remaining money to **you**, or;
- if **your vehicle** is on lease or contract hire, **we** will pay that company either the **market value** of the vehicle, or the amount to settle the agreement, whichever is less. If **we** pay a cash sum to a lease or contract hire company, if they agree **we** may keep **your vehicle**, **we** will deduct the **market value** of the salvage or what **we** can sell **your vehicle** for, whichever is the greater.

d) Conditions

If **you** are involved in any incident, accident or make any claim under this **policy**:

- ✓ **you** must report to **us** as soon as possible.
- ✓ **you** must provide **us** with all the information, documents, evidence, help and cooperation **we** will need to deal with **your** claim, including:
 - correspondence received from another party, court papers or writs, unanswered.
 - responding to **us** or **our** representatives when contact is made with you.
 - making **us** aware of any future prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this **policy**.
 - details of third parties and witnesses
 - statements about the events surrounding **your** claim
 - photographs or sketches of the scene of the accident
 - driving licence
 - proof of identity and address
 - vehicle documents including V5, MOT, proof of purchase
 - receipts and invoices
 - finance documents
 - meeting with solicitors or attending court if necessary
- ✓ **you** must report any **theft** or vandalism or other malicious damage to the Police and obtain a crime reference number.
- ✓ do not admit that **you** were responsible for the accident or negotiate settlement of 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.
- ✓ **we** shall have full discretion in the conduct of any proceedings or the settlement of any claim.
- ✓ 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

If **you** do not co-operate with **us** it may result in **your policy** being cancelled or not allowing it to be renewed, and may increase the cost of **your** claim.

Section 2 – Third Party Only

What is covered

If **you** cause an accident which involves **your vehicle** that results in

- another person's death or injury; or
- damage to another person's property or vehicle

we will provide cover for payments that **you** are found to be legally responsible for.

Your cover also applies to

- ✓ any accident caused by a trailer, caravan or vehicle **you** are towing;
- ✓ 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.
 - ✗ this 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.

Legal Representation costs

We will pay, only when agreed in writing:

- ✓ solicitors costs to represent any person covered by this **policy** at a Coroner's Inquest or Fatal Accident Inquiry or court of summary jurisdiction;
- ✓ reasonable costs to defend any person covered this policy 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.

Emergency Medical Treatment

We will pay for emergency medical treatment as set out in **Road Traffic Law(s)**.

What is not covered

- ✗ The amount that is shown on **your schedule** as an **excess**.
- ✗ The Driving of Other Cars or vehicles. **You** are not covered if **you** drive a vehicle that is not specifically described in **your policy** and **certificate of motor insurance**.
- ✗ Death of or bodily injury to
 - anyone while they are working with or for the driver of the vehicle, except as required by **road traffic laws**.
 - the driver or the person in charge of **your vehicle**.
 - any person if they are being carried in, or getting on or off, a trailer or vehicle being towed.
- ✗ Loss of or damage:
 - to any motor vehicle **you** drive, or any trailer or vehicle **you** tow.
 - to property or injury to animals owned by or in the care or control of **you** or any other person covered by this insurance.
 - caused by pollution, contamination or hazardous goods however caused except as required by the **road traffic law**.
- ✗ Any amount over
 - £20,000,000 for any one claim or series of claims arising from one event that causes direct or indirect loss of or damage to property or loss of its use, and
 - £5,000,000 for costs and expenses for the same event
- ✗ Anyone who makes a claim knowing that the driver did not hold a valid driving licence at the time of the incident.
- ✗ Anything excluded by the **General Exclusions**.

Section 3 – Fire and Theft

What is covered

If your vehicle is lost or damaged due to:

- ✓ fire;
- ✓ theft

we will either

- ✓ repair the damage
- ✓ replace whatever is damaged
- ✓ pay you the market value if:
 - not found following a theft, or;
 - if not economical to repair or replace any damage.

Section 1: Making a Claim provides you with information about making a claim.

What is not covered

Anything excluded by

- ✗ **What is Not covered: Section 3 Fire and Theft or Section 4 Accidental Damage**
- ✗ the **General Exclusions**

Section 4 – Accidental Damage

What is covered

If your vehicle is damaged due to

- ✓ accidental damage
- ✓ malicious damage
- ✓ vandalism

we will either

- ✓ repair the damage
- ✓ replace whatever is damaged
- ✓ pay you the market value if not economical to repair or replace the damage.

Section 1: Making a Claim provides you with information about making a claim.

What is not covered

Anything excluded by

- ✗ **What is Not covered: Section 3 Fire and Theft or Section 4 Accidental Damage**
- ✗ the **General Exclusions**

Not Covered by: Section 3 (Fire and Theft) or Section 4 (Accidental Damage)

- a) The amount which:
- ✗ is shown on **your schedule** as an **excess**, and
 - ✗ if **you** choose not to use **our approved repairer** the Accidental Damage or Malicious Damage **excess** on **your schedule** will be increased by £250.
- b) Any more than
- ✗ the **market value** if **your vehicle** is damaged beyond economical repair.
 - ✗ the last list price of parts no longer available as new.
- c) Loss or damage caused by **theft** of **your vehicle** or its contents if nobody is in **your vehicle** and
- ✗ the **keys** are left in or on **your vehicle**
 - ✗ the **keys** are left unsecured or unattended in a public place
 - ✗ the windows, doors, and any moveable roof panels, hoods or other openings are left open or unlocked
 - ✗ any security devices are not operational and activated
 - ✗ if **your policy** has a Vehicle Tracking Endorsement and the tracking device is not fitted, operational and any subscription to the device is not active at the time of the loss.
- d) No Payment will be made:
- ✗ for loss or damage to the contents of **your vehicle**, including:
 - **personal belongings**
 - mobile phones
 - **audio equipment**
 - television equipment
 - two way radio equipment
 - money
 - goods, tools or samples carried in connection with any trade or business
 - ✗ if the loss or damage to **your vehicle** is due to
 - mechanical, electrical, electronic or computer faults, failures, breakdowns, breakages or malfunctions
 - deception, fraud or repossession, by using a counterfeit or other form of unauthorised payment
 - an inappropriate type of fuel being used
 - inappropriate re-charging of its fuel cell
 - 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
 - ✗ to any trailer, caravan or vehicle, or their contents, if being towed by **your vehicle**
 - ✗ due to depreciation, wear and tear, or loss of value due to repair
 - ✗ to tyres caused by braking, punctures, cuts or bursts
 - ✗ for loss of use, travel costs, earnings, expenses or any other indirect loss
- e) Anything excluded by the **General Exclusions**.

Section 5 – New Vehicle Replacement

If **your vehicle** is less than 12 months old and is

- stolen and not recovered within 30 days of being reported; OR
- is damaged and the cost of repair exceeds 60% of its current UK list price (including any taxes)

then **we** will replace it with a new motor vehicle of the same make, model and specification (or nearest specification).

This applies if:

- ✓ a valid claim has been made under Section 3 Fire and Theft or Section 4 Accidental Damage
- ✓ **you** or **your** spouse or civil partner are the first registered keeper of **your vehicle**
- ✓ **your vehicle** is owned or purchased under a hire purchase agreement by **you** or **your** spouse or civil partner and **we** obtain the agreement of the hire purchase company.
- ✓ the recorded mileage is not any more than 10,000 at the time of the incident.

This is not available if

- ✗ **your vehicle** is on a contract hire or leasing agreement.
- ✗ **we** are not able to find a suitable replacement vehicle. In that situation **we** will pay the current **market value** of **your vehicle**, and the stolen and recovered or damaged vehicle will belong to **us**.

Section 6 – Glass cover

What is covered

If **you** use the **approved repairer**:

- ✓ repair or replace damaged glass windscreens and glass windows in **your vehicle**, and
- ✓ pay for costs of recalibrating windscreens after the repair or replacement

You must pay an **excess** of:

- £95 towards glass that is replaced: or
- £25 towards glass repair.

If **you** do not use **our approved repairer**

- **you** have to pay the **excess** detailed above: and
- the most **we** will pay towards **your** claim is £75.00

Payments made under this section will not affect **your** No Claims Bonus.

What is not covered

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

Section 7 – Personal Accident

What is covered

We will pay these amounts if **you** or **your partner** are injured or die as a direct result of an accident in **your vehicle**.

| Personal Accident Payments | |
|---|---------|
| Type of Injury | Payment |
| Death | £2,500 |
| Loss of any limb | £1,000 |
| Total loss of sight in one or both eyes | £1,000 |

The maximum payment **we** will make in in any one **period of insurance** is £2,500.

Any payment will be made to **you, your** spouse or civil partner or legal representative.

What is not covered

- ✗ if **you** and **your partner** have another insurance with **us**, **we** will only pay out under one policy.
- ✗ the insurance is not in the name of an individual.
- ✗ a seatbelt is not worn at the time of the accident.
- ✗ anything excluded by the **General Exclusions**.

Section 8 – Medical Expenses

If **you**, any person named on the **certificate of motor insurance**, or any passenger are injured in an accident when travelling in **your vehicle** **we** will pay up to £150 for each injured person.

Section 9 – Courtesy Car

If **you** make a valid claim under **Section 3 (Fire and Theft)** or **Section 4 (Accidental Damage)** **you** may be entitled to a **courtesy car** when **your vehicle** is with the **approved repairer** for repair.

The use of a **courtesy car** is subject to the **approved repairer** having one available.

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.

If **you** have been provided with a **courtesy car**:

- and it becomes apparent that **your vehicle** cannot be repaired or the cost to repair is uneconomical then **you** must return the **courtesy car** to **us** within 2 days of **us** informing **you**. If the car is not returned, then **you** may have to pay costs.
- any hire costs for that **you** might have become liable for may either be deducted from the claim settlement that **we** agree to or added to **your excess**.
- **you** have to pay
 - its running costs (for example, the cost of fuel) and
 - any fines or other penalties resulting from you or any person covered this **policy**.
- **you** are responsible
 - for its collection and dropping off. This does not apply if agreement is made with **us**.
 - for any damage that is not covered by this **policy**.
- and **you** have an accident or make a claim for loss or damage **you** will have pay the **excess** shown on **your schedule** and **your** no claims bonus may be affected.
- it will be insured on a Comprehensive basis.
- **you** and anybody else covered to drive under this **policy** can drive and use the vehicle for the same purpose provided for by this **policy**.
- it cannot be used outside of the **United Kingdom**

Section 10 – Using your vehicle abroad

Minimum Compulsory Insurance

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

- ✓ the **European Union (EU)**: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden;
- ✓ and: Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, Norway, San Marino, Serbia and Switzerland.

If **you** travel to any country not stated above **you** will have to arrange separate insurance.

Full Policy Cover within Territorial Limits

If **you** travel to countries within the **territorial limits**

- ✓ the same cover that is shown on **your schedule** applies for up to a total of 60 days; and
- ✓ when **your vehicle** is being transported while it is being transported by a recognised air, sea, or rail route between those countries. The time taken for this transportation must be more than 65 hours; and/or pay for
- ✓ customs duty that **you** may have to pay after temporarily importing **your vehicle** into the **territorial limits**
- ✓ the reasonable cost of delivering **your vehicle** to **your** home address in the **United Kingdom** following repairs required due to accident or loss.

This does not apply if:

- ✗ **your** main permanent home is outside of the **United Kingdom**.

When you travel

Take all **your** insurance documents with **you**, including **your certificate of motor insurance**, **your schedule**, and this **policy**.

Section 11 – No Claims Bonus

If **you** told **us** when **you** purchased **your policy** that **you** had No Claims Bonus (NCB) **we** require **you** to supply proof of this entitlement.

The proof can be **your** latest renewal invitation document or a Proof of No Claims Bonus letter from **your** previous insurer.

If **you** do not supply or it cannot be proved that **you** have No Claims Bonus **your** premium may be increased.

Your No Claims Bonus will not be affected if:

- **we** make a full recovery of all payments made by **us** in connection with the claim; or
- a claim is made under **Section 6: Glass Cover**; or
- **we** have only to pay for an emergency medical treatment fee, **Section 1 Third Party Only**.

Your No Claims Bonus will be affected if:

- **you** make a claim or if a claim is made against **you** for an event where **we** are unable to make a full recovery of payments made by **us**;
- **you** do not consider the claim to be **your** fault yet **we** are unable to recover **our** payments in full from the responsible party.

No Claims Bonus entitlement cannot be transferred to another person.

In the event of

- no claims being made during the **period of insurance**, **your** No Claims Bonus will be increased by one (1) year.
- one or more claim(s) being made during the **period of insurance**, **your** No Claims Bonus will be stepped back in line with the following rules

| NCB years at start of period of insurance | NCB years at next renewal | | |
|---|---|------------|----------------------|
| | Number of claims in any 12 month (annual) period of insurance | | |
| | One Claim | Two Claims | Three or more claims |
| 0 - 2 | 0 | 0 | 0 |
| 3 | 1 | 0 | 0 |
| 4 | 2 | 0 | 0 |
| 5 | 3 | 0 | 0 |
| 6 | 3 | 0 | 0 |
| 7+ | 3 | 0 | 0 |

Section 12 - Cancelling your policy

How you can cancel your policy (a) and (b)

You can cancel **your policy** at any time. All you need to do is contact **your insurance intermediary** and tell them that you want it to be cancelled by stating that it has ceased to have effect from the time and date you require. The date of cancellation cannot be prior to the date that you make the request. **Your insurance intermediary** may charge administration fees to cover their costs.

(a) Cancellation within 14 days (Cooling off Period)

- You have 14 days from the date you receive **your policy** to decide if you want to cancel. This is known as the 'cooling off period'.
- If you cancel before the start date of the **policy** we will not make a charge.
- If you have had an accident, made a claim or likely to make a claim you are not entitled to a refund of premium.
- If you have not had an accident, made a claim or likely to make a claim we will charge a proportionate premium for the number of days we have insured you.

(b) Cancelling after 14 days

- If you have had an accident, made a claim or likely to make a claim you are not entitled to a refund of premium.
- If you have not had an accident, made a claim or likely to make a claim, we will charge a proportionate premium for the number of days we have insured you.

Why we might cancel the policy (c) and (d)

(c) If we need to cancel the policy

We or **your insurance intermediary** can cancel this **policy** if we have a valid reason. If we have to do this, we will give you 7 days' notice in writing to your last known postal address or email address. Valid reasons include:

- ignoring, not complying with or breaking any of the **General Conditions, General Exclusions** or the conditions in **Section 1: Making a Claim**.
- non-cooperation including failing to respond to requests for documentation or evidence required to administer **your policy** or handle any claim that is made under this **policy**.
- not reporting an accident.
- not paying **your** premium.
- harassment, or using abusive or threatening behaviour towards **your insurance intermediary, our** staff, agents, suppliers or property.

If you have not had an accident, made a claim or likely to make a claim we may refund a proportionate part of the premium.

If we or **your insurance intermediary** are cancelling **your policy** due to non-payment of premium, or if you defaulted in paying premium instalments via an arrangement with **your insurance intermediary** then:

- any outstanding balance of premium must be paid to **your insurance intermediary**, and
- if you have had an accident made a claim or likely to make a claim you must pay all of the premium due for that **period of insurance**.

(d) cancelling your policy straight away

Your policy, including any other policy that you might have with us, may be cancelled with immediate effect if it is found that you or anyone on your behalf:

- committed any element of fraud or deliberately misled us or **your insurance intermediary**.
- provided altered or falsified documents.
- made a fraudulent bank or card payment.

If we have to do this, we will contact you in writing to your last known postal address or email address.

General Conditions 3 Fraud and Misrepresentation of Risk provides more information.

General Conditions

1. You and Your Details

(a) We will only provide the cover in this **policy** if you:

- have given true and complete information, to the best of **your** knowledge, when completing **your** application for this insurance.
- inform **us** of changes to **your** details during the **period of insurance** and when **your policy** is due for renewal.
- have paid or agreed to pay the premium. **Your** premium is based on the information that **you** told us about.
- and anyone covered by this **policy** keeps to its terms and conditions.

Contact **your insurance intermediary** straight away if there are any errors or corrections required to **your statement of fact** or any other document.

(b) Changes to your details

If any of **your** details change during the **period of insurance** or at renewal:

- tell **your insurance intermediary** straight away.
- **your** details will be reviewed and if acceptable **your** premium may be recalculated, and
 - **you** may have to pay an additional premium, or receive a refund of premium. **We** will include a premium charge of £20 (plus Insurance Premium Tax) to this premium to cover **our** administration costs.
 - if **you** have an arrangement with **your insurance intermediary** to pay by instalments **your** payments may be changed.
 - no refund of premium will be allowed if prior to making the change a claim had been made (or likely to be made).

Your insurance intermediary may also make a charge a fee for their administration costs.

(c) Types of changes that **you** must tell **us** about include:

- accidents, even if not **your** fault, or if **you** have been driving under another policy
- **theft**, even if not covered by this **policy**
- motoring offences including fixed penalty notice(s), endorsements, motoring convictions, or if charged with or being notified of an intention to prosecute
- non-motoring convictions, criminal offence(s), or being charged with or being notified of an intention to prosecute
- home address change or where **your vehicle** is usually kept overnight
- medical condition which requires notification to the DVLA
- a change of vehicle
- occupation change (full or part time) or a change to **your** employment status
- a change of drivers
- vehicle modifications
- a change to what **you** will be using the vehicle for
- an increase to **your** annual anticipated mileage
- the type of driving licence held
- if **you** have a Provisional Driving Licence and then pass **your** practical driving test
- loss of driving licence due to motoring offences or medical condition
- a policy being cancelled or voided by a previous insurer

2. 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**.

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 **Section 11 – Cancelling your policy**; 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.

3. Fraud and Misrepresentation of Risk

- (a) When applying for this insurance, or when **you** make a change to or renew **your policy**, and **you** or anyone on **your** behalf:
- i) provide incorrect or misleading information to any question
 - ii) mislead deliberately to obtain the insurance cover, a cheaper premium or better terms
 - iii) provide documentation which has been falsified or has been altered
 - iv) make a fraudulent bank or card payment to **us** or **your insurance intermediary**

we may:

- v) cancel with immediate effect or void **your policy**, including any other insurance policy **you** have with **us**.
 - If **we** void **your policy**, it means that it never existed.
 - **We** may not refund any premiums that **you** have paid.
- vi) reject any claim or reduce the amount of payment to be made
- vii) agree to correct **your policy** details and change **your** premium and terms.

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

- viii) not return any premiums that **you** have paid to **us**
- ix) recover any costs **we** have incurred from **you**
- x) 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) Claims Fraud

If any claim is in any way fraudulent or if **you** or anyone on **your** behalf has used any fraudulent means, including inflating or exaggerating the claim, 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.
- **we** will fully co-operate with the authorities in the detection and prosecution of those involved in fraud.

4. Your Vehicle

- (a) **You** and anyone else covered to drive the vehicle must take all reasonable steps to protect **your vehicle** and its contents from loss or damage.

(b) Your vehicle

- must be maintained, and kept in an efficient and a roadworthy condition, including making sure that tyre tread is above legal limits, and
- must have a valid Department of Transport Certificate (MoT) if one is needed by law.

- (c) **We** must be allowed to examine **your vehicle** if necessary.

5. Car Sharing

This **policy** 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 passenger carrying business;
- **you** are not making a profit from the payments received.

6. Payments made outside policy terms

If **Road Traffic Law** or the law of any country that this **policy** applies in requires **us** to make a payment **we** would not normally have been required to pay **we** may:

- recover that sum from **you** or any person insured under the policy who caused the loss or permitted **your vehicle** to be driven;
- and engage the services of debt collection agencies, and where necessary through legal proceedings if **we** are unable to recover these sums from **you**.

7. Choice of Law

The law in the part of the **United Kingdom** **you** live applies unless **we** have agreed differently in writing before the start of this **policy**.

General Exclusions

General Exclusions apply to the whole of this insurance policy, and in addition to “What is not covered” within each policy section. We will not pay for any loss, damage or liability directly or indirectly caused by or that happens due to any of the following:

1. Use of Your Vehicle

If your vehicle is:

- × being used:
 - for a purpose not allowed by or excluded by **your certificate of motor insurance**.
 - for any purpose in connection with the Motor Trade.
 - for hire and reward or taxi purposes.
- × driven by or in the charge of any person:
 - who is not named on the **certificate of motor insurance** as allowed 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.
 - holding a Provisional Driving Licence who is not supervised by a person aged 21 or over who has a Full **UK** or **European Union (EU)** driving licence for at least 3 years. This includes **you**.
 - outside of the limitations of, or breaking the conditions of their driving licence.
 - who does not have a valid driving licence.
 - who **you** know is disqualified from driving, has never held a licence, or is prevented from having a driving licence (unless they do not need a licence as required by law). This includes **you**.
- × being driven
 - or used by anybody not named on **your certificate of motor insurance**. If that person driving is reported to the police for taking **your vehicle** without **your** permission, including being charged with **theft** then this exclusion does not apply.
 - in an unsafe, unroadworthy or damaged condition or does not have a valid Department of Transport test certificate (MOT) if one is required by law.
 - with a load or number of passengers which is unsafe or greater than the manufacturers specifications.
 - when carrying an unsafe or insecure load or is towing a trailer which is carrying an unsafe or insecure load.
 - on a road or other public place when declared SORN (Statutory Off-Road Notification).

2. Drink and Drugs

If your vehicle is being driven by anyone who:

- × is found to be over the legal limit for alcohol or drugs; or
- × is driving while unfit through drink or drugs, whether prescribed or otherwise; or
- × fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

3. Racing, competition and performance driving

If your vehicle is being:

- × used for racing whether formally or informally (including on a public road). This applies if the race was pre-arranged or not.
- × used for rallying, speed testing, competitions, pace making, speed trials.
- × driven on a motor sport circuit, race track, rally circuit, disused airfield or de-restricted toll road (including Nürburgring).

4. Deliberate Acts and Criminal Conduct

If your vehicle is being used for:

- × criminal purposes including avoiding lawful apprehension.
- × a deliberate or reckless act with the intention of
 - committing or attempting suicide
 - causing damage or fear of damage to other vehicles or property
 - causing injury or fear of injury to any person.

5. Confiscation of your vehicle / Impounded or Seized Vehicles

- × if at the start of **your policy**, **your vehicle** is **impounded**.
- × this **policy** cannot be used to secure the release of an **impounded vehicle**, except where the motor vehicle is shown on **your certificate of motor insurance**.
- × for any loss or damage that happens due to any government, local or public authority, the police, or Customs and Excise taking, keeping or destroying **your vehicle**.

6. Airside Exclusion

If **your vehicle** is being used:

- ✘ in or on 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

and **we** will not pay:

- ✘ for any claim concerning an aircraft within the boundary or restricted area of an airport or airfield.

7. Imported Vehicles

If **your motor vehicle**

- ✘ was manufactured outside of the **United Kingdom** and
- ✘ not imported using the manufacturers normal import arrangements.

This exclusion will not apply if **we** have agreed to provide cover in writing prior to the start date of the **policy**.

8. Other Insurance

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

9. Travelling Abroad and Proceedings outside the Territorial Limits

If any incident

- ✘ happens outside the **territorial limits**
- and
- ✘ proceedings brought against, or judgement passed against **you** or anyone covered by this **policy** outside the **territorial limits** unless this **policy** provided cover in that country.

10. Cyber

- ✘ Interference, malfunction or failure of **your vehicle's** electronics, computer system or artificial intelligence systems due to an act of cybercrime or any similar malicious act.

11. Over the Air Updates

If **your vehicle's** 'Over The Air' update

- ✘ is not approved by **your vehicle** manufacturer; or
- ✘ not installed when advised by **your vehicle** manufacturer.

12. War, Hostilities, Terrorism, Civil Unrest and Riot

- ✘ war, invasion, act of foreign enemy, act of terrorism as defined by the 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.
- ✘ riot or civil commotion occurring in Northern Ireland or outside of the **United Kingdom**.

This exclusion does not apply if **we** must provide cover due **Road Traffic Law(s)**.

13. Earthquake, Radioactivity, Pressure waves, Dangerous Goods

- ✘ earthquake.
- ✘ sinkholes.
- ✘ 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 that **you** need a police licence (except if **we** need to provide cover to meet the minimum insurance required by the relevant law).
- ✘ carrying hazardous goods as referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (except to meet the minimum requirements by the relevant law).

14. Contracts

- ✘ any claim as a result of an agreement or contract unless **we** would have been responsible anyway.

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.

Important information

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.

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. 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.

Driving Abroad

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, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, Norway, San Marino, Serbia, 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, Bosnie-Herzégovine, Gibraltar, Islande, Liechtenstein, Monaco, Monténégro, Norvège, Saint-Marin, Serbie et 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, Bosnien und Herzegowina, Gibraltar, Island, Liechtenstein, Monaco, Montenegro, Norwegen, San Marino, Serbien 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: Andorra, Bosnia ed Erzegovina, Gibilterra, Islanda, Liechtenstein, Monaco, Montenegro, Norvegia, San Marino, Serbia 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, Bosnia y Herzegovina, Gibraltar, Islandia, Liechtenstein, Mónaco, Montenegro, Noruega, San Marino, Serbia y Suiza.

El Certificado y la Póliza de segrou correspondiente cubren a cualquier remolque mientras vaya arrastradopor en el Certificado.