

PUBLIC AND PRIVATE HIRE INSURANCE POLICY



HOW TO CLAIM

If **your** vehicle is involved in an accident or **you** need to make a claim under this policy, contact us immediately using **our** free Claims Helpline.

NEW CLAIMS HELPLINE 0333 400 8207

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;
- obtain a crime reference number from the Police.

WINDSCREEN CLAIMS ONLY FREEPHONE 0800 032 3522

If **your** windscreen needs to be replaced or repaired, then contact **our** windscreen helpline on 0800 032 3522. **You** will have to pay the **excess** shown within this Policy – this amount is **your** responsibility.

Windscreen cover only applies if you have Comprehensive cover. Refer to **your** policy **schedule**.

Existing Claims – 01273 741991

If **you** have an existing claim, then contact **our** Claims Department on 01273 741991.

YOUR MOTOR INSURANCE POLICY

This document is a legally binding contract between **us** and **you**, **our** insured.

The contract is based upon the information **you** gave **us** in the proposal form or statement of fact and the declaration **you** have made.

We have agreed to insure **you** under the terms of this contract, and the accompanying **certificate of motor insurance**, and the accompanying **schedule** which may show endorsements applicable, against liability, loss or damage during the **period of insurance** for which **you** have paid or agreed to pay the premium.

You must read this document, **certificate of motor insurance** and **schedule** together, to ensure they give **you** the cover **you** want.

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** before this policy starts.

INSURER INFORMATION

Your policy is underwritten by Mulsanne Insurance Company Limited.

Mulsanne Insurance Company Limited is licensed by the Chief Executive of the Gibraltar Financial Services Commission under the Insurance Companies Act to carry on insurance business.

Mulsanne Insurance Company Limited, PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.



P Cole
For Mulsanne Insurance Company
Limited

The following companies act as administrators on behalf of Mulsanne Insurance Company Limited:

The A&A Group. Registered in England and Wales: Company No: 03578103.
Registered Address: Garrick House, 161 High Street, Hampton Hill, Middlesex, TW12 1NG. Authorised and regulated by the Financial Conduct Authority under register Number 309611.

Hyperformance Limited. Registered in England and Wales: Company No: 03758951.
Registered Address: Garrick House, 161 High Street, Hampton Hill, Middlesex, TW12 1NG. Authorised and regulated by the Financial Conduct Authority under register number 307711.

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 motor vehicle , including the manufacturers standard tool kit and the motor vehicle's safety equipment. Also included are Taxi Signs and Aerials whether permanently fitted or removable.
Certificate of Motor Insurance	Documentary evidence that you have taken out the insurance that you must have by law. It describes your motor vehicle , who can drive it and the purpose that it can be used for.
Endorsement Excess	A change to the terms of your policy, and shown on your schedule . The amount you will have to pay towards any claim and shown on your schedule or policy section.
Fare Money	Cash, cheques credit/debit card sales vouchers and travellers cheques belonging to, held by or in connection with your business.
Fire Insurance Adviser	Fire , lightning, explosion or self-ignition The Insurance Broker, Agent or Intermediary who acting on your behalf has placed this insurance with us .
Market Value	The cost of replacing your motor vehicle with one of similar type, age, and/or condition at the time of the loss as assessed by us . We use guides which refer to vehicle values, engineers and any other relevant sources to assess the market value . The valuation will not be more than the last estimated value you have declared to us .
Motor Policy	The document consisting of your Proposal Form or Statement of Fact, our motor insurance policy, your certificate of motor insurance , schedule , and any endorsements .
Motor Vehicle/Your Motor Vehicle	The motor vehicle(s) including spare parts and accessories for which we have issued a certificate of motor insurance .
Period of Insurance	The period of time covered by this insurance as shown in the schedule and/or certificate of motor insurance , and for which we have accepted your premium.
Personal Belongings	Property which is worn or used in everyday life and which belongs to you whilst in the insured motor vehicle .
Road Traffic Act(s)/Law(s)	The laws which include details of the minimum motor insurance cover needed in the United Kingdom .
Schedule	The document that identifies the policyholder , and sets out details of the cover your policy supplies.
Territorial Limits	Countries within the United Kingdom (UK) , and the European Union (EU), Andorra, Croatia, Iceland, Norway and Switzerland.
Theft United Kingdom	Any theft or attempted theft which has been reported to the Police. 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 You/Your	Mulsanne Insurance Company Limited The person or company named in the schedule and certificate of motor insurance as the Insured or Policyholder.

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:

Comprehensive cover	Sections 1 to 11 apply
Third Party Fire and Theft cover	Sections 1, 2, 6, and 11 apply
Third Party Only cover	Sections 1 and 11 apply

SECTION 1 - THIRD PARTY ONLY COVER

What is covered

We will cover **you** for **your** legal responsibility if there is an accident which involves **your motor vehicle** and **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 motor vehicle**, as long as they have **your** permission;
- anyone using (but not driving) **your motor vehicle** with **your** permission for social, domestic and pleasure purposes;
- anyone who is in or getting into or out of **your motor vehicle**;
- **your** employer or business partner if the **certificate of motor insurance** allows business use. Does not apply if the **motor 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 (applies to the Policyholder only)

If **your certificate of motor insurance** allows, this cover is extended to cover the policyholder while driving any private motor vehicle that the policyholder has permission to drive provided that such is not owned by, or hired to the policyholder under a hire purchase or leasing agreement. **We** will NOT pay:

- for any loss or damage to the **motor vehicle you** are driving;
- for any event outside of the **United Kingdom**;
- if the insurance is not in the name of an individual;
- if **you** no longer have possession of the insured **motor vehicle** or if **your motor vehicle** has been damaged beyond cost effective repair.

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 any **motor 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

- 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 the **motor vehicle** if the death or bodily injury occurred as a result of that person having driven the **motor 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 £2,000,000 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.
- Loss, damage or injury arising out of "road rage" or a deliberate act by **you** or any person driving the insured **motor vehicle** with your **permission**.
- Loss of or damage to any **motor vehicle you** drive, or any trailer or vehicle **you** tow.

SECTION 2 – FIRE AND THEFT

What is covered:

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

- **Fire**;
- **Theft** or attempted **theft**

we will either pay (subject to the deduction of any excess):

- for the repair of the damage;
- the current market value of **your motor vehicle** (the **motor 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 the vehicle if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise.

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

Replacement Locks

If the keys or any device used to secure, gain access to, or enable **your motor vehicle** to be driven, are stolen, **we** will pay up to £400 towards the cost of replacing door and boot locks, ignition and steering locks, the lock transmitter and central locking interface.

This is providing it can be established that the location of where the **motor vehicle** is kept overnight is known to any persons who may have the keys or device used to secure, gain access to, or enable **your vehicle** to be driven.

Parts

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

NOT COVERED BY SECTION 2

For exclusions refer to **NOT COVERED BY SECTION 2 (Fire and Theft)** and **SECTION 3 (Accidental Damage)** and **GENERAL EXCLUSIONS**.

SECTION 3 – ACCIDENTAL DAMAGE (Comprehensive cover only)

What is Covered:

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

- for the repair of the damage;
- the current market value of **your motor 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 motor vehicle** if it becomes unusable due to accidental damage;
- returning **your motor 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 the **motor vehicle** if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise.

Parts

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

NOT COVERED BY SECTION 3

For exclusions 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) & SECTION 3 (Accidental Damage)

We will not pay:

- (i) more than the **market value** at the time of accident or loss if **your motor vehicle** or **accessories** or spare parts are damaged beyond economical repair.
- (ii) more than the last list price of parts no longer available as new.
- (iii) for loss or damage caused by **theft** or attempted **theft** while nobody is in the **motor vehicle**, unless all the doors, windows and other openings are closed or locked, and the **motor vehicle's** keys and any door or ignition unlocking devices are removed and the vehicles electronic or mechanical devices are set.
- (iv) for loss of or damage to **your motor vehicle**, if at the time of the incident, it was being driven by or used by someone in your family or someone who is living with **you** (this exclusion does not apply if the person driving is reported to the police for taking **your motor vehicle** without **your** permission).
- (v) any loss or damage up to the amount which appears on **your schedule** as an **excess**.
- (vi) No payment will be made for;
 - Loss or damage arising as a result of "road rage" or a deliberate act by **you** or any person driving the insured **motor vehicle** with **your** permission;
 - Loss of or damage to **your motor 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 **your motor vehicle** through deception, fraud or repossession, or due to any government, public or local authority legally taking, keeping or destroying **your motor vehicle**;
 - Loss of or damage to **your motor 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 motor 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.

SECTION 4 – REPLACEMENT MOTOR VEHICLE

If **your motor 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 motor 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:

- the **motor 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 motor vehicle**. The stolen and recovered or damaged vehicle will then belong to **us**.

SECTION 5 – WINDSCREEN COVER

We will pay for the replacement or repair of **your motor vehicle's** windscreen or other windows in **your motor vehicle** if broken or damaged. This also includes any scratching to **your motor vehicle's** bodywork if solely caused by the incident, and if the work is carried with the authority of the Windscreen Helpline.

An **excess** will apply:

- If **your** windscreen is replaced then a £75 **excess** is required.
- If **your** windscreen is repaired then a £10 **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**.

Payment under this section will not affect **your** No Claims Bonus, and **we** will only pay for one claim in a policy period under this section.

NOT COVERED BY SECTION 5

Damage to plastic windows of a convertible roof, sun roofs or roof panels, and lights or reflectors whether glass or plastic.

SECTION 6 – AUDIO, COMMUNICATION AND METERING EQUIPMENT

We will cover:

- (a) **Your** permanently fitted audio, satellite navigation, and/or communications equipment;
- (b) Two-way radio and/or Metering equipment that is specifically used by **you** for **your** business, whilst in **your** vehicle;

against **Theft, Fire** or damage up to the limits specified (after deduction of the policy **excess**):

Comprehensive cover

- Vehicle manufacturers fitted equipment: Unlimited
- Other equipment: £500

Third Party Fire and Theft cover

- Vehicle manufacturers fitted equipment: £200
- Other equipment: £200

NOT COVERED BY SECTION 6

- **We** will not pay for loss of or damage to removable satellite navigation equipment
- For **theft** of any audio, communication and/or metering equipment whilst **your vehicle** is left unattended and has not been securely locked with all windows closed
- Damage to audio, communication and/or metering equipment unless **your vehicle** has been damaged at the same time

SECTION 7 – PERSONAL BELONGINGS

We will pay up to £250 for loss of or damage to **your personal belongings** in or on **your motor vehicle**, provided that they are lost or damaged by accident, **fire, theft** or attempted **theft**. Proof of purchase may be required. **We** may take off an amount for wear and tear when **we** settle claims.

NOT COVERED UNDER SECTION 7

We will not provide cover for the following:

- money, jewellery, stamps, tickets, documents or securities, or goods, tools or samples carried in connection with any trade or business;
- audio, electrical &/or communications equipment;
- property insured by another insurance policy;
- property which is not kept in a locked boot if **your motor vehicle** is a convertible.

SECTION 8 – PASSENGER PERSONAL EFFECTS and LUGGAGE

We will pay up to £250 per passenger for loss of, or damage to, the personal effects and luggage of any passenger for which **you** are legally responsible up to a maximum of £750 for any one claim

NOT COVERED UNDER SECTION 8

We will not provide cover for the following:

- money, jewellery, watches, documents or securities;
- property insured by another insurance policy;
- property which is not kept in a locked boot if **your motor vehicle** is left unoccupied.

SECTION 9– TAXI FARES

We will pay up to £250 for the **theft** of fare money whilst **you** are in **your motor vehicle** and whilst **you** are actively using **your vehicle** for **Public** or **Private Hire** work.

NOT COVERED UNDER SECTION 9

We will not provide cover for the following:

- fare money left in **your vehicle** whenever **you** are not in it;
- unless any **theft** is reported to the police within 24 hours of discovery
- unless any **theft**, or attempted **theft**, involves the use or threat of force or violence
- if there is any other insurance in force to cover this loss

SECTION 10 – PERSONAL ACCIDENT and MEDICAL EXPENSES

PERSONAL ACCIDENT

If **you** or **your** spouse die or suffer accidental bodily injury as a direct result of an accident within the insured **motor vehicle** we will pay (to **you** or **your** legal representative) 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

NOT COVERED BY SECTION 10 – Personal Accident

The most **we** will pay in any one **period of insurance** is £2500 and if **you** and **your** spouse have another 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 motor 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 11 – FOREIGN USE

Compulsory Insurance

This policy provides the minimum cover required by law to use **your motor 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 72/166/CEE). (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 the **motor 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 motor vehicle** into any of the countries for which cover is provided;

And/Or

- The reasonable cost of delivering **your motor 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 seven 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 motor vehicle** into any of the countries for which cover is provided;

And/Or

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

Spanish Bail Bond

If **you** and/or the driver of **your motor vehicle** is detained or the insured vehicle is impounded by the Spanish Authorities following an accident, **we** will provide a guarantee or deposit not exceeding £1,000 to secure the release of **you**, the driver, or the **motor vehicle**.

If the guarantee or deposit is used to secure the release of **you**, the driver or the **motor vehicle**, **you** will have to repay the amount to **us** on demand.

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

GENERAL CONDITIONS

1. General. The cover provided by this insurance only applies if the information provided on the proposal form and/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.

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 enquiry involving any person covered by this insurance.

c) Any theft or attempted **theft** 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 the insured **motor vehicle** then any outstanding instalments may be deducted from the agreed settlement value.

3. Fraud. 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 and all cover under this policy will end.

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

5. Settling Disagreements. If **we** have agreed to pay a claim and **you** disagree over the amount to be paid or any other dispute regarding this insurance, the matter will be referred to an arbitrator who **we** have both agreed to. **You** cannot take legal action until the arbitrator has made a decision.

6. Cancellation – no refund will be given unless the Certificate of Motor Insurance is returned

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 **we** will charge a proportionate premium for the period **we** have been insuring **you** plus a £20 administration charge. **Your insurance intermediary** may also charge administration fees sufficient to cover their costs. In accordance with The Motor Vehicles Order 2010 (Electronic Communication of Certificates of Insurance), **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. This is subject to no claims being reported.

b) After 14 days: **You** can cancel this insurance at any time by writing to **us** or **your insurance intermediary**. In accordance with The Motor Vehicles Order 2010 (Electronic Communication of Certificates of Insurance), **you** may also 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. 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 plus a £20 administration charge. **Your insurance intermediary** may also charge a fee sufficient to cover their costs. The cancellation will take effect from the date requested and then MID updated.

Period of Cover	Up to 14 days	14 Days to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 5 months	Up to 6 months	Up to 7 months	Up to 8 months	Over 8 months
Percentage of Refund	Pro-Rata	80%	70%	60%	50%	40%	30%	20%	10%	nil

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 adviser may cancel this insurance by sending you 7 days notice of cancellation in writing as detailed within (6c) above. No refund of premium will be allowed for the unexpired portion of the insurance.

7. Administration Charge. A fee of £15 is charged for any detail change.

8. 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 the insured motor 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.

9. Payments made outside policy terms. If the law of any country in which this policy covers you makes us obliged to settle or pay a claim which we would not normally have paid, we are entitled to ask you to repay us.

10. Changes to your policy cover or details. You must advise us (or your insurance adviser if applicable) immediately if any of your details change, including but not limited to: change of motor 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.

GENERAL EXCLUSIONS

The General Exclusions apply to the whole of this insurance policy, and apply 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 any motor vehicle covered by this insurance is:

- being used for a purpose for which the motor vehicle is not insured, used for purposes not mentioned or excluded on 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 motor 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 the motor 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;
- being used for any purpose in connection with the Motor Trade;
- being used for Public or Private Hire in an area in which you are not licensed to operate;
- let out or hired in return for money or reward;
- 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 motor 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 of the 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 11 Foreign Use.

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

7. Confiscation of your vehicle. Any loss or damage resulting from empowerment or confiscation of your

8. motor 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 motor vehicle, which has been seized by, or on behalf of any government or public authority.

9. 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

10. 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.

11. 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).

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

13. 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.

14. 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 motor vehicle being used in a foreign country for which we have agreed to extend this insurance cover.

IMPORTANT INFORMATION

Sharing Information

Insurers pass information to the **Claims and Underwriting Register**, run by Insurance Databases Services Ltd (IDS Ltd), and the **Motor Insurance Anti-Fraud and Theft Register**, run by the Association of British Insurers (ABI). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, 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.

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.

Notice Under Data Protection Act 1998 & Gibraltar Data Protection Act 2004

By taking out this Motor Policy you agree that we, and any company in the same group as us, may keep information about you and your motor policy. Any such information may be used to process your application, administer your motor policy or any subsequent claim you may make. You may request details of the information

we hold about you at any time. **We** will be data controllers for the purpose of the Act(s) and will be responsible for the processing of **your** data.

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.

COMPLAINTS PROCEDURE

Mulsanne Insurance Company Ltd aim 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 Department, Orbit Insurance, 8 The Courtyard, 707 Warwick Road, Solihull, B91 3DA, quoting **your** policy number or claim number and give **us** full details of **your** complaint.

If you are not satisfied with their response to your complaint please send copies of all correspondence to The Complaints Department, Mulsanne Insurance Company Ltd, C/o The A&A Group Ltd, Garrick House, 161 High Street, Hampton Hill, Middlesex TW12 1NG.

Should **you** remain dissatisfied having received a final response, **you** may be able to take **your** complaint to the Financial Ombudsman Service (FOS) if it is appropriate in the circumstances of **your** complaint. Their address is The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

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, 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 certificato 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 Commissioni della Unione Europea, cio' : L'Andorra, Croazia, Islanda, Norvegia, e Svizzera.
Il certificato e el polizza di assicurazione a cui si riferisce, si applicano a qualsiasi rimorchio che venga trainato dal veicolo indicato sul certificato.

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.

BAIL BOND – for use in Spain

The following statement acts as a Bail Bond for presentation to the Spanish Authorities in the event of an accident.

We authorize the MIB of Madrid to act on behalf of our Insured to obtain the release of the vehicle and/or the Insured and/or person authorised to drive the vehicle from official detention following an accident.
To this effect the MIB of Madrid is hereby authorised to make guarantees or deposits up to £1,000.

NOTE: An international Motor Insurance Card (Green Card) is not necessary under European law, within the Territorial Limits shown, but is still available on request.

La Oficina de Aseguradores de Automóviles de Madrid queda autorizada a actuar en nombre de nuestro asegurado para obtener la liberación del vehículo y/o de la persona autorizada para conducir el mismo, detenido oficialmente como consecuencia de un accidente.
A tal efecto la Oficina de Aseguradores de Automóviles de Madrid quede autorizada por el presente para depositar avales o depósitos hasta £1,000 (mil libras esterlinas).

