

SHORT TERM PRIVATE CAR MOTOR INSURANCE POLICY (DAYINSURE)



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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** and application 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 on a short term basis against loss or damage and for injury or damage caused by it.

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

Your policy was arranged by the following **insurance intermediary**:

Dayinsure. Registered in England and Wales: Company No: 4996289

Registered address: Mara House, Tarporley Business Centre, Nantwich Road, Tarporley, Cheshire, CW6 9UY.

Authorised and regulated by the Financial Conduct Authority under register number 304010

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: dataprotection@mulsanneinsurance.com

Phone: 0344 573 1241

Complaints

If **you** are unhappy with the service **we** or **your insurance intermediary** have provided please contact then:

- if **your** complaint is relating to a claim 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@mulspanneinsurance.com
Phone: 0344 573 1241
- if **your** complaint is about anything else contact **your insurance intermediary** Dayinsure Ltd:
Post: Customer Service Manager, Dayinsure.com Limited, Mara House, Tarporley Business Centre, Nantwich Road, Tarporley, Cheshire, CW6 9UY quoting **your** policy number with full details of **your** complaint.
Email: complaints@dayinsure.com

When you make contact provide **your** policy number (shown on **your certificate of motor insurance** or **schedule**) or claim number with 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

Guide to Policy Cover

You have Comprehensive cover, which provides third party cover for injury or damage **you** may cause to others or their property when driving **your vehicle**. This is a minimum requirement by law. And covers **your vehicle** against loss or damage caused by accidental damage, **fire** or **theft**.

All sections in this **policy** apply including the General Conditions and General Exclusions:

- Section 1: Making a claim
- Section 2: Third Party only
- Section 3: Loss or Damage to your vehicle
- Section 4: Replacement motor vehicle
- Section 5: Audio and Communications equipment
- Section 6: Personal Belongings
- Section 7: Medical Expenses
- Section 8: Using your vehicle abroad

Definitions

These words and phrases are used in this document and this is what they mean.

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.
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.
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: 0333 003 3189

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.

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.

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.

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**, **we** may cancel **your policy** or choose not to offer **you** insurance cover again

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 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 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**.

What is not covered

- ✗ 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 law(s)**
 - 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
 - £2,000,000 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, including legal costs and expenses.
- ✗ 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 – Loss or damage to your vehicle

What is covered

If **your vehicle** is damaged due to

- ✓ accidental damage
- ✓ malicious damage
- ✓ vandalism
- ✓ **fire**
- ✓ **theft** or attempted **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 the damage.

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

What is not covered

We will not pay:

- a) Any more than
 - ✗ the **market value** at the time of the accident or loss up to a maximum of £75,000 if **your vehicle** is damaged beyond economical repair.
 - ✗ the last list price of parts no longer available as new.
- b) 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.
- c) The amount which:
 - ✗ is shown on **your schedule** as an **excess**, and
- 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
 - using an incorrect type of fuel
 - failing to use the correct amount of lubricant
 - 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, including any contents, when 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 4 – 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 Loss or damage to your vehicle**
- ✓ **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 **your** 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** up to a maximum value of £75,000. The stolen and recovered or damaged vehicle will belong to **us**.

Section 5 – Audio Equipment

What is covered

If **you** make a claim under **Section 3 Loss or damage to your vehicle** **we** will pay for loss or damage to **audio equipment** after deduction of the policy **excess**:

- ✓ Unlimited: if the manufacturers fitted equipment, or fitted by the main dealer when first registered
- ✓ Up to £500: for any other equipment

What is not covered

- ✗ removeable equipment
- ✗ anything excluded by the **General Exclusions**

Section 6 – Personal Belongings

What is covered

If **you** make a claim under **Section 3 Loss or damage to your vehicle** **we** will pay up to:

- ✓ £100 towards **personal belongings** if lost or damaged

Proof of purchase may be required, and **we** may take off an amount for wear and tear when **we** settle claims.

What is not covered

- ✗ money (including cash, debit, credit and cheque cards), jewellery, stamps, tickets, documents or securities
- ✗ goods, tools or samples carried in connection with any trade or business;
- ✗ removable audio, in-car entertainment, navigation or electrical equipment, tablets, games consoles, mobile phones, dashcam or other recording devices
- ✗ property which is not kept in a locked boot if **your vehicle** is a convertible, a folding hard top, or has removeable roof panels.
- ✗ more than one payment per event.
- ✗ anything excluded by the **General Exclusions**.

Section 7 – 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 8 – 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.

This **policy** does not provide cover:

- ✗ in any country not referred to above. **You** would have to make **your** own separate insurance arrangement to travel in that country.
- ✗ if **your vehicle** is damaged in any way or is stolen.

When you travel

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

REFER TO SECTION ENTITLED 'DRIVING ABROAD' FOR 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 any document.

(b) Changes to your details

Due to the Short Term nature of this **policy**, it may not be possible to make a change or alteration, however

- tell **your insurance intermediary** straight away; and
- **your** details will be reviewed and if acceptable **your** premium may be recalculated, and
 - **you** may have to pay an additional premium
 - no refund of premium will be allowed

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. Fraud and Misrepresentation of Risk

a) When applying for this insurance, or when **you** make a change to **your policy**, and **you** or anyone acting for **you**:

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

we may:

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

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

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

b) 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.

3. 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
 - 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.

4. Cancellation

a) If you want to cancel your policy

You can cancel this insurance at any time:

- All **you** need to do is email **your insurance intermediary** at support@dayinsure.com 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 cancellation will take effect from the date and time requested.
- If **you** cancel before the **policy** start time and date, **you** will be entitled to a full refund of premium.
- 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:
 - as this is a short term **policy**, **we** recalculate **your** premium from the date **your policy** started until the date **you** requested cancellation, and
 - **you** will be refunded the difference between **your** original premium and the recalculated premium.

Important: the cost of a short term **policy** will be proportionally greater than a longer term **policy** and **you** may receive a smaller refund than expected. Contact **your insurance intermediary** if **you** have any queries regarding cancellation.

b) Why we might cancel your 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.

Why we might cancel 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.

You must read **General Conditions 2. Fraud and Misrepresentation of Risk** for more information.

5. Vehicle 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 United Kingdom

If any incident

- ✘ happens outside the **United Kingdom** or the countries detailed within **Section 8 Using your vehicle abroad**;
and
- ✘ proceedings brought against, or judgement passed against **you** or anyone covered by this **policy** outside the **United Kingdom** 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.