

MOTOR VEHICLE INSURANCE POLICY

(Dayinsure Short Term Period)



WELCOME

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

This **policy**, together with **your schedule**, **certificate of motor insurance** and **your** 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.

This **policy** gives useful advice on how to make a claim and what **you** can do if **you** are unhappy with **our** service.

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 PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar and licensed by the Gibraltar Financial Services Commission to carry on insurance business under the Financial Services (Insurance Companies) Act 1987.



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For Mulsanne Insurance Company Limited

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

Complete Cover Group Limited. Registered in England and Wales: Company No: 03578103.
Registered Address: Elmbrook House, 18-19 Station Road, Sunbury-On-Thames, Surrey, TW16 6SU. Authorised and regulated by the Financial Conduct Authority under register number: 309611.

Hyperformance Limited. Registered in England and Wales: Company No: 03758951. Registered Address: Elmbrook House, 18-19 Station Road, Sunbury-On-Thames, Surrey, TW16 6SU. Authorised and regulated by the Financial Conduct Authority under register number: 307711.

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

YOUR MOTOR INSURANCE POLICY

This **policy** is a legally binding contract between **you** and **us**.

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

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

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

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

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

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

HOW TO CLAIM

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

NEW CLAIMS HELPLINE

0333 003 3189

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.

Existing Claims – 01273 741991

If **you** have an existing claim, please contact **our** Claims Department on **01273 741 991**.

COMPLAINTS PROCEDURE

Mulsanne Insurance Company Limited and Dayinsure.com Limited aims to provide a standard of service that will leave no cause for complaint. However, if **you** are dissatisfied with the service, **we** have provided then:

- If **your** complaint is relating to a claim that **you** have made under this **policy** then contact please write to the Head of Operations, c/o Complete Cover Group Limited, Elmbrook House, 18-19 Station Road, Sunbury on Thames, Surrey, TW16 6SU, quoting **your** policy number or claim number with full details of **your** complaint.
Alternatively **you** may e-mail **your** complaint to info@mulsanneinsurance.com or contact the office on 0344 573 1241.
- If **your** complaint is about any other matter please contact the 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.
Alternatively **you** may e-mail **your** complaint to complaints@dayinsure.com.

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

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

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

USING YOUR INFORMATION / PRIVACY NOTICE

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

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

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

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.

Claims and Underwriting Exchange and Motor Insurance Anti-Fraud and Theft Register

Insurers pass on information to The Claims and Underwriting Exchange register, and the Motor Insurance Anti-Fraud and Theft Register, 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.

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 , including the manufacturer's standard tool kit and your vehicle's safety equipment.
Certificate of Motor Insurance	Documentary evidence that you have taken out the insurance that you must have by law. It describes your vehicle , who can drive it and the purpose that it can be used for.
Endorsement	A change to the terms of your policy and shown on your schedule .
Excess	The amount you will have to pay towards any claim and shown on your schedule or policy section.
Fire	Fire , lightning, explosion or self-ignition
Insurance intermediary	The Insurance Broker, Agent or Intermediary who acting on your behalf has placed this insurance with us .
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) which refer to vehicle values, engineers and any other relevant sources to assess the market value .
Policy	The document consisting of information received in your application, our motor insurance policy, your certificate of motor insurance , schedule , and any endorsements .
Your vehicle / your motor vehicle	Any vehicle including its spare parts and accessories for which we have issued a certificate of motor insurance under this policy.
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 and is in your 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.
Theft	Any theft or attempted theft which has been reported to the Police.
United Kingdom	England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands (including transit by sea, air, rail or within and between these places).
We/Us/Our	Mulsanne Insurance Company Limited
You/You're	the person(s) named in the schedule and certificate of motor insurance as the Insured or Policyholder.

GUIDE TO POLICY COVER

Your policy provides Comprehensive cover.

All sections in this policy apply included the General Conditions and General Exclusions.

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 vehicle** and where **you**:

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

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

Other people using your vehicle

We will also provide the same cover for:

- anyone allowed by the **certificate of motor insurance** to drive **your vehicle**, as long as they have **your** permission;
- anyone using (but not driving) **your vehicle** with **your** permission for social, domestic and pleasure purposes.
- anyone who is in or getting into or out of **your vehicle**.
- **your** employer or business partner if the **certificate of motor insurance** allows business use. Does not apply if 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

There is no provision for Driving Other Cars on this policy.

Legal Representation costs

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

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

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

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

Emergency Medical Treatment

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

NOT COVERED BY SECTION 1

We will not pay:

- 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.
- 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 and legal costs and expenses;
- 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.
- the loading or unloading of the insured motor vehicle when involving the use of any hoist, crane, lift or similar appliance;
- Anyone who makes a claim knowing that the driver did not hold a valid driving licence at the time of the incident.

SECTION 2 – COMPREHENSIVE

What is covered

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

- accident or malicious damage
- **fire**.
- **theft** or attempted **theft**

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

- for the repair of the damage;
- the current **market value** of **your vehicle** (the damaged vehicle will then belong to **us**);
- the cash value of any lost or stolen part;
- no more than the last list price of parts no longer available as new.

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

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

The payment will be made to:

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

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

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

NOT COVERED BY SECTION 2

We will not pay:

- more than the **market value** or the amount shown on **your** purchase receipt (whichever is lower) up to a maximum of £75,000, at the time of accident or loss if **your vehicle** or **accessories** or spare parts are damaged beyond economical repair.
- 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 **your motor vehicle's** keys and any door or ignition unlocking devices are removed, and are not within or on the vehicle, or have been left unattended in a public place; and the vehicles electronic or mechanical devices are set including alarms and devices
- for loss of or damage to **your vehicle**, if at the time of the incident, it was being driven by or used by anybody not named on **your certificate of motor insurance** unless the person driving is reported to the police for taking **your vehicle** without **your** permission, including being charged.
- any loss or damage up to the amount which appears on **your schedule** or documentation as an **excess**.
- 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 **motor vehicle** with **your** permission.
 - Loss of or damage to **your vehicle** if **you** or anyone named on the **certificate of motor insurance** was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident.
 - Loss of or damage to **your vehicle** through deception, fraud or repossession, by using a counterfeit or other form of payment which is not authorised or due to any government, public or local authority legally taking, keeping or destroying **your vehicle**.
 - Loss of or damage to **your vehicle** caused by an inappropriate type of fuel being used.
 - Loss of or damage to any trailer, caravan or vehicle, or their contents, whilst being towed by **your vehicle**.
 - Depreciation, wear and tear, or loss of value due to repair.
 - Loss of or damage to the contents of the insured **motor vehicle**, including but not limited to, **personal belongings**, telephones, television equipment, two-way radio transmitters or receivers or money, or goods, tools or samples carried in connection with any trade or business.
 - 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 3 – REPLACEMENT MOTOR VEHICLE

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

a) **your 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**, and or **your** spouse being the first registered keeper of the vehicle.
- and the recorded mileage not exceeding 10,000 at the time of the incident.

If a suitable replacement vehicle cannot be found, then the most **we** will pay will be the current market value of **your vehicle**, subject to a maximum amount of £75,000 (before the deduction of the excess). The stolen and recovered or damaged vehicle will then belong to **us**.

SECTION 4 – AUDIO AND COMMUNICATIONS EQUIPMENT

Your permanently fitted audio, satellite navigation and/or communications equipment is insured against loss or damage up to the limits specified (after deduction of the policy **excess**):

- Manufacturers standard fitted equipment: Unlimited
- Permanently fitted equipment (not the manufacturers fitted equipment): £500

SECTION 5 – PERSONAL BELONGINGS

We will pay up to £100 for loss of or damage to **personal belongings** in or on **your 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 BY SECTION 5

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 vehicle** is a convertible.
- More than one payment per event.

SECTION 6 – MEDICAL EXPENSES

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

SECTION 7 – FOREIGN USE

COMPULSORY INSURANCE

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

- country which is a member of the European Union (EU);
- Any country which the Commissioner of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liberties arising from the use of motor vehicles (number 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).

Cover does not apply if **you** travel to a country not described by the above.

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 **your** application, 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.
- **You** have paid or agreed to pay the premium.
- Anybody claiming under this **policy** has adhered to all of the conditions in this document and **endorsements** on the **schedule**.

2. If you have a claim.

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

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

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

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

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

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

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

3. Fraud

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

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

We may:

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

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

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

4. Your vehicle

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

5. Cancellation

a) You can cancel this insurance at any time by emailing **your insurance intermediary** at support@dayinsure.com of **your** intention to cancel the **policy** and acknowledging that the **certificate of motor insurance** has ceased to have effect from the appropriate time and date. **You** will only be entitled to a refund if **you** have not made a claim (or likely to make one) under this **policy**. As this is a short-term policy, **we** will recalculate **your** premium from the date **your policy** started until the date **you** requested the cancellation and will refund **you** the difference between **your** original premium and the recalculated premium.

The cancellation will take effect from the date and time requested.

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

If **you** cancel **your policy** before cover has started, **you** will be entitled to a full refund of premium.

b) 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** may refund a proportionate part of the premium depending on the length of **your period of insurance**.

Cont./

GENERAL CONDITIONS - continued

6. Vehicle 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 part of a business of carrying passengers.
- the total of the payments **you** receive for the journey does not involve any element of profit

7. Payments made outside policy terms

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

8. Changes to your policy cover or details

Due to the Short-Term nature of this **policy**, it may not be possible to make a change or alteration to **your policy**. Contact **your insurance intermediary** immediately if **you** require a change to be made.

9. Choice of Law

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

GENERAL 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 your vehicle covered by this insurance is:

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

2. Airside Exclusion

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

3. Imported Vehicles

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

4. Other Insurance

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

5. Competition and performance driving

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

Cont./

GENERAL EXCLUSIONS – continued

6. Confiscation of your vehicle

Any loss or damage resulting from empowerment, or confiscation of **your vehicle** by Customs and Excise, Police or any other Government authority.

Also, **we** will not cover securing the release of a motor vehicle which has been seized by, or on behalf of any government or public authority.

7. War and hostilities

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

8. 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).

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

10. 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.

11. Proceedings outside the United Kingdom

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

12. Racing and deliberate Acts

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

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, l'Islande, la Norvège, et la Suisse.

Les Certificat et la police d'assurance qui s'y rattache s'appliquent à toute remorque tractée par le véhicule dont il est fait mention dans le Certificat

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

Das Zertifikat und die diesbezüglich Versicherungspolice gewähren Deckung für Anhänger des auf dem Zertifikat angegebenen Fahrzeugs.

Il certificate e la polizza di assicurazione a cui fa riferimento si applicano per gli incidenti che occorrono nei paesi della Unione Europea.

L'assicurazione si applica anche per gli altri paesi che hanno soddisfatto le esigenze delle Commissioni della Unione Europea, cioè: L'Andorra, Croazia, Islanda, Norvegia, e Svizzera.

Il certificate e el polizza di assicurazione a cui si riferisce, si applicano a qualsiasi rimorchio che venga trainato dal veicolo indicato sul certificate

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

El Certificado y la Póliza de seguro correspondiente cubren a cualquier remolque mientras vaya arrastrado por el Certificado.