

Excess Recovery Insurance Policy (Motor Insurance)



This is **your** Excess Recovery Insurance Policy. It contains details of cover, conditions and exclusions relating to each Insured Person and is the basis on which all claims will be settled. Only when the **excess** of the current and valid **motor insurance policy** is exceeded will this Excess Recovery Insurance Policy respond to its full value. Further details of the benefits are as outlined below.

YOUR EXCESS RECOVERY 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 statement of fact and the declaration **you** have made.

We have agreed to insure **you** under the terms of this contract, and the accompanying **schedule of motor insurance**, during the **period of insurance** for which **you** have paid or agreed to pay the premium. **You** must read this document and the **schedule of motor insurance** 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.

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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 Services Authority. FSA Register Number: 309611.

Hyperperformance 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 Services Authority. FSA Register Number: 307711.

DEFINITIONS

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

Any One loss	means once a claim has been paid under the terms of the policy, this Excess Recovery Insurance Policy is deemed to have been fulfilled and is therefore cancelled. You are then liable for all and any future excess payments as defined in your main motor insurance policy for the remainder of this period of insurance .
Excess	the amount you will have to pay towards any claim for damage to, or loss from Fire or Theft of, your vehicle under either the Accidental Damage, Fire or Theft sections of your motor insurance policy that covers your vehicle .
Insurance Adviser	the Insurance Broker, Agent or Intermediary who acting on your behalf has placed this insurance with us .
Motor Insurer	an Insurance Company that is registered to transact Motor Insurance business in the United Kingdom .
Motor Insurance Policy	means the Comprehensive or Third Party Fire and Theft insurance policy issued by an authorised UK Motor Insurer to you in respect of your vehicle . This includes policies issued in respect of Private Car Insurance, Motorcycle Insurance, Commercial Vehicle Insurance, Courier Insurance and Public and Private Hire Insurance.
Motor Vehicle/Your Vehicle	The motor vehicle covered by your Motor Insurance Policy for which you are the owner and for which you are authorised to drive. This motor vehicle does not exceed a Gross Vehicle Weight of 4 tonnes, is not legally able to carry more than seven passengers.
Named Driver(s)	means drivers in addition to you who are permitted to drive under the terms of your Motor Insurance Policy
Period of Insurance	The period of time covered by this insurance as shown in the schedule of insurance , and for which we have accepted your premium.
Schedule of Insurance	The document that identifies the policyholder, and sets out details of the cover your policy supplies.
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).
Waived or reimbursed	where a third party has already made good the excess .
We/Us/Our	Mulsanne Insurance Company Limited.
You/Your	The person or company named in the schedule of insurance as the Insured or Policyholder.

GEOGRAPHICAL LIMIT

This Policy is available to residents of England, Scotland, Wales and Northern Ireland.

Section 1 – COVER (What is Covered)

- 1.1 Cover is for the reimbursement of the **excess** following the successful settlement of any physical damage claim for **your vehicle** by **your Motor Insurer** in respect of claims arising as a result of accidental damage, fire, theft, or vandalism.
- 1.2 The maximum amount payable under this policy, is the amount **you** would have to pay, which is the first amount of any claim, shown in the schedule under own damage of **your motor insurance policy**. Only when the **excess** of the current and valid **Motor Insurance Policy** is exceeded will this Policy respond to its full value.
- 1.3 **Any One Loss** - Once a claim has been paid under this Section of the policy, then the policy is deemed to have been fulfilled and this policy is then cancelled and there is **no further cover** during the policy period.

Section 2 – EXCLUSIONS (What is Not Covered)

- 2.1 Any claim notified to **us** after 31 days following the settlement of **your** claim for damage to **your vehicle** by **your motor Insurer**.
- 2.2 Any **excess** recoverable from a third party within nine months of the claim being made.
- 2.3 Any **excess** payable under **your motor insurance policy** in respect of glass damage or replacement, personal effects or third party claims.
- 2.4 Any contribution or deduction from the settlement of **your** claim against **your motor insurance policy** other than the stated policy **excess**, for which **you** have been made liable.
- 2.5 If **your** accident was caused by a third party to which **your** current motor insurance **excess** has been **waived or reimbursed to you**.
- 2.6 Any claim that is the result of someone driving **your** vehicle who is not named on **your motor insurance policy**.
- 2.7 Any claim that is the result of someone driving **your vehicle** who **you** know does not have a current and valid driving licence.
- 2.8 Any claim that is as a result of **your motor vehicle** being used for purposes not mentioned or excluded under **your motor insurance policy**.
- 2.9 Any liability **you** accept by agreement or contract, unless **you** would have been liable anyway.
- 2.10 Any claim where the driver of **your vehicle** has not held a Full Driving Licence for a minimum of twenty four (24) months if the cover on **your motor insurance policy** is Comprehensive.
- 2.11 Any claim where the driver of **your vehicle** is aged under 21 years, if the cover on **your motor insurance policy** is Comprehensive.
- 2.12 Any claim resulting from empowerment or confiscation of **your vehicle** by Customs and Excise, Police or any other Government authority.
- 2.13 Any loss destruction or damage that occurs whilst **your vehicle** is being used and or driven on any racetrack, circuit, any other prepared course, or de-restricted toll road including the Nurburgring Nordschleife, whether the event is officially organized or informally arranged.
- 2.14 Any claim that is refused by **your motor insurer**.
- 2.15 Any other type of **motor vehicle** other than as specified in the definitions.

Section 3 – GENERAL EXCLUSIONS

- 3.1 **We** will not pay a claim:
 - (a) if **your vehicle** is being used for pace making, racing, rallying, speed testing, competitions or reliability trials, hiring.
 - (b) for loss of use of **your vehicle** or for any indirect loss.
 - (c) in the event that any misrepresentation or concealment is made by **you** or on **your** behalf in obtaining this Insurance or in support of any claim under this Insurance.
 - (d) for a deliberate act by the driver or passenger of **your vehicle** intended to cause harm, damage or intimidation to another person or damage to their vehicle or property.
- 3.2 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.

Section 4 – GENERAL CONDITIONS

- 4.1 **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.
- 4.2 **Motor Insurance**
 - (a) **You** must maintain at all times during the period of this policy a Comprehensive or Third Party Fire and Theft Insurance **motor insurance policy** issued by a UK registered and authorised motor insurer to **you** in respect of **your vehicle**.
 - (b) The lead name on **your motor insurance policy** must match the lead name on **your schedule of insurance**.
 - (c) **We** will only give **you** the cover that is described in this policy if any person claiming cover has met with all of the terms and conditions of **your motor insurance policy**, as far as they apply.

Section 4 – GENERAL CONDITIONS - continued

4.3 Reasonable Precautions - You must take reasonable steps to keep **your vehicle** in a safe condition and protected from damage including malicious damage.

4.4 Right of Recovery - We can take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under this Policy.

4.5 Other Insurance - If **you** were covered by any other Insurance for the **excess** payable following the incident, which resulted in a valid claim under this Policy, **we** will only pay **our** share of the claim.

4.6 Cancellation

(a) **Within 14 days (Cooling off Period)**: You have 14 days to decide whether to proceed with the purchase of this insurance contract, from the later of the day that **you** took out the insurance contract or the day **you** receive the full terms of the insurance contract. If the policy is cancelled within this 14 day period **we** will charge a premium for the period **we** have been insuring **you** plus a £5 administration charge.

This is subject to no claims being reported.

(b) **After 14 days**: There is no refund available for cancellation of this policy

Section 5 – MAKING A CLAIM

5.1 Any claim must be submitted with-in 31 days following the settlement of **your** claim for damage to, or loss of, **your Motor Vehicle** by **your Motor Insurer** under **your Motor Insurance Policy**.

5.2 You must complete a Claim Form which **you** can request by contacting **us**, sending **us** an e-mail or by writing to **us** at the address shown below.

5.3 Please send the completed claim form, with the Supporting Information shown below, to:

Mulsanne Insurance

c/o The Allen and Allen Group, Garrick House, 161 High Street, Hampton Hill, Middlesex TW12 1NG

Tel: 0844 557 2670

Email: Excessrecovery@mulsanneinsurance.com

Supporting Documentation required:

1. Copy of **your schedule of insurance**.
2. Copy of the Certificate of Motor Insurance issued by **your motor insurer**.
3. **You** must provide a receipt from **your motor insurer** or approved repairer detailing **your** payment of the **excess**.
4. Name and address of **your** bank together with the sort code and account details.

IMPORTANT INFORMATION

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

By taking out this insurance Policy **you** agree that **we**, and any company in the same group as **us**, may keep information about **you** and **your insurance** 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 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, c/o The A&A Group Ltd or Hyperformance Ltd, Garrick House, 161 High Street, Hampton Hill, Middlesex, TW12 1NG quoting **your** policy number or claim number and give **us** full details of **your** complaint.

The A&A Group and Hyperformance Ltd are authorised to issue a final response to **your** complaint but where appropriate the final response may be issued by **your** insurer, Mulsanne Insurance Company Limited

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