

EXCESS RECOVERY INSURANCE POLICY (MOTOR INSURANCE)



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Welcome

This is **your** Excess Recovery Insurance Policy, which 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 in the sections within this document.

Please also refer to **your Schedule of Insurance** for confirmation of cover details.

Insurer Information

The benefits of this policy are underwritten by Mulsanne Insurance Company Limited and authorised Co-Insurers.

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

The liability of each insurer to the policyholder is several, that is, limited to its participation under this policy and does not extend to the liability of any other insurer, under this policy to the policyholder. Co-insurer details are available on request.

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 **motor insurance schedule**, during the **period of insurance** for which **you** have paid or agreed to pay the premium. **You** must read this document and the **motor insurance schedule** together, to ensure they give **you** the cover **you** want.

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

Geographical Limit

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

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 . The amount of excess is shown within your motor insurance schedule .
Insurance Advisor	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 Insurance Schedule	Confirms details of your motor insurance policy cover, and includes details of you , the insurance cover, your vehicle and the excess which applies.
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 3.5 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. This period of insurance will be the same as the period of insurance detailed within your motor insurance schedule and Certificate of Motor Insurance.
Schedule of Insurance	The document that confirms details of the policyholder, the cover provided by this policy, and the limit of excess recovery available.
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.
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).
Waived or reimbursed	Where a third party has already made good the excess .
We / Us / Our	Mulsanne Insurance Company Limited
You / Your	The person(s) named in the schedule of insurance , the motor insurance schedule and certificate of motor insurance as the Insured or Policyholder.

Section 1 – What is covered

What is covered

- 1.1 Cover is for the reimbursement of the **excess**, shown on **your schedule of insurance**, 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 and when **you** have paid the full excess required by **your motor insurance policy**.
- 1.2 The maximum amount payable under this policy is stated within **your schedule of insurance**.
- 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 **period of insurance**.

Section 2 – What is not covered

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 valid driving licence.
- 2.8 Any claim that is the 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 resulting from empowerment or confiscation of **your vehicle** by Customs and Excise, Police or any other Government authority.
- 2.11 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.
- 2.12 Any claim that is refused by **your motor insurer**.
- 2.13 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 **motor insurance policy** issued by a UK registered and authorised **Motor Insurer** to **you** in respect of **your vehicle**.
 - b) The policyholders name on **your motor insurance policy**, must match the policyholders name on **your Excess Recovery 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.
- 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 fourteen days to decide whether to proceed with the purchase of this insurance policy, and if **you** are not satisfied with this policy for any reason **we** will allow a full refund of premium if **you** have not made a claim. Return this policy to Complete Cover Group Ltd within fourteen days with **your** written request.
If **you** have made a claim under this policy within the first fourteen days then no refund of premium will be allowed.
 - b) **After 14 days:**
You may cancel this policy at any time, subject to **you** giving notice in writing. No refund of premium is due, and the cancellation will be effective from the date **we** receive **your** written request.

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** as detailed in 5.5 below.
- 5.3 Supporting Documentation. When making a claim **you** must supply the following supporting documentation:
- Copy of **your** Excess Recovery schedule of insurance.
 - Copy of either the **motor insurance schedule** or the Certificate of Motor Insurance issued by **your motor insurer**.
 - A receipt from **your motor insurer** or approved repairer detailing **your** payment of the **excess**.
 - Name and address of **your** bank together with the sort code and account details.
- 5.4 Once **you** have completed the Claim Form, this and the supporting documentation can be emailed or posted – refer to 5.5.
- 5.5 How to contact us:
- Email**
excessrecovery@mulсаннеinsurance.com
- Telephone**
0344 573 1241 – press Option 1
- Post**
Mulsanne Insurance, c/o Complete Cover Group
Axiom House, The Centre, 4th Floor, Feltham, Middlesex, TW13 4AU

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, Mulsanne Insurance, c/o Complete Cover Group, Axiom House, The Centre, 4th Floor, Feltham, Middlesex, TW13 4AU quoting **your** policy number or claim number and give **us** full details of **your** complaint.

Complete Cover Group is 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, Exchange Tower, London E14 9SR.

How we use 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.mulсаннеinsurance.com/privacy-policy/>

Contact the Head of Operations by email at info@mulсаннеinsurance 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**.