

Excess Recovery Insurance Policy (Motor Insurance Policy)



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

USING YOUR INFORMATION / PRIVACY NOTICE: It is important that **you** understand how **your** personal information is used. Please refer to the 'Using Your Information / Privacy Notice' within pages 4 and 5 of this policy document.

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 Gibraltar Financial Services Commission to carry on insurance business under the Financial Services (Insurance Companies) Act 1987.

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

A handwritten signature in blue ink, appearing to read "P Cole".

P Cole

For Mulsanne Insurance Company Limited

PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar

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, 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, TW16 6SU. Authorised and regulated by the Financial Conduct Authority under register number 307711.

DEFINITIONS

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

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 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 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.
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 .

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**, 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 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 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.

Cont/

SECTION 4 – GENERAL CONDITIONS – cont/

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 or Hyperformance 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**, 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

Elmbrook House, 18-19 Station Road, Sunbury on Thames,

TW16 6SU Tel: 0344 557 2670

Email: Excessrecovery@mulsanneinsurance.com

Supporting Documentation required:

1. Copy of **your** Excess Recovery **schedule of insurance**.
2. Copy of either the **Motor Insurance Schedule** or 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.

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 Elmbrook House, 18-19 Station Road, Sunbury on Thames, TW16 6SU quoting **your** policy number or claim number and give **us** full details of **your** complaint.

Complete Cover 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, Exchange Tower, London E14 9SR.

HOW WE USE YOUR INFORMATION / PRIVACY NOTICE

You must read this Privacy Notice carefully as it explains how we use your personal information

In taking out this Insurance Policy with Mulsanne Insurance Company Limited, **you** or **your insurance intermediary** have supplied **us** with **your** personal information, and this Privacy Notice explains how **we** will use it. In this Privacy Notice, “**we**”, “**us**” and “**our**” refers to Mulsanne Insurance Company Limited.

When **we** say, “**you**” and “**your**” in this notice, **we** mean anyone whose personal information **we** may collect, including:

- Anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- Policyholders and anyone named on or covered by the policy
- Anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

Who we are

Mulsanne Insurance Company Limited acts as a Data Controller. **Our** offices are located at First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Providing consent

When providing personal information about others, **you** confirm that **you** have the consent of these individuals to supply their personal information. **We** are unable to offer **you** any product or service unless **you** provide explicit consent for the collection and use of sensitive personal data as defined in data protection laws.

You have the right to withdraw consent at any time (see ‘Your Rights’). This may limit or terminate the contract of insurance that **you** originally entered into with **us**. Due to legal obligations with road traffic laws and regulatory requirements **we** may not be able to remove **your** personal information.

How we use your information

Your information includes personal details that **you** provided to **us** or **your insurance intermediary**, which is then used in a number of ways to process **your** insurance application, administer **your** insurance policy or any subsequent claim that **you** may make. The processing of the information **you** provide is necessary for the performance of the contract, including:

- Providing quotes;
- Maintaining and updating **your policy** record;
- Administering **your policy** including handling claims;
- The renewal of **your policy**;
- Processing any claim that **you** or someone else makes;
- Understanding **our** customer’s needs and requirements;
- Analysing and research of **our** products and services;
- Analysing the premium, and terms and conditions **we** offer where automated decision making applies;
- Performing credit checks and validating information provided to **us**;
- Dealing with complaints;
- Preventing financial crime to meet **our** legal obligations.

Where **we** process special categories of data (including data relating to health or criminal convictions), **we** will do this on the basis that it is necessary for the performance of **your** insurance contract and for reasons of substantial public interest.

Automated decision making, including profiling

We may use profiling and automated decision making, to assess insurance risks, detect fraud, and administer **your policy**. This helps **us** decide whether to offer **you** insurance, determine prices and validate claims. If **you** disagree with the outcome of an automated decision please contact **our** Operations Manager by email at info@mulsanneinsurance.com or by phone on 0344 573 1241 and **we** will review the decision.

What personal information we collect

We collect the following types of personal information about **you** so **we** can complete the activities explained in “**How we use your information**.”

- Basic personal details such as name, age, address and gender
- Family, lifestyle and social circumstances, such as marital status, dependants and employment type
- Financial details such as direct debit or payment card information
- Photographs and/or video to help **us** manage policies and assess claims
- Tracking and location information if it is relevant to **your policy** or claims and in some cases surveillance reports
- Identification checks and background information about **you** **we** need to collect in order to assess the risk to be insured including previous claims information, data relating to **your** health and criminal convictions.
- Medical information if it is relevant to **your policy** or claim
- Accessibility details if **we** need to make reasonable adjustments to help
- Business activities if it is relevant to **your policy** or claim
- Credit history, credit score, sanctions and information received from various anti-fraud databases about **you**.

Cont/-

HOW WE USE YOUR INFORMATION / PRIVACY NOTICE – cont/

How we collect personal information

We may collect personal information from various sources including **you**, **your** representative, **your** employer or from publicly available sources, including information **you** have made public, for example on social media.

We also collect information from other persons or organisations, for example:

- Credit reference and/or fraud prevention agencies
- Emergency services, law enforcement agencies, medical and legal practices
- Insurance industry registers and databases used to detect and prevent insurance fraud, for example the Claims and Underwriting Exchange (CUE)
- Insurance investigators and claims service providers
- Service providers who provide the service for **our** products
- Other involved parties, for example claimants or witnesses.

Who do we share your information with

We may share **your** information with third parties, including **our** product and service suppliers, or other insurers, reinsurers, parties involved in handling a claim, and fraud prevention agencies. **We** may also share with the police and government bodies if **we** believe that this is reasonably required for the prevention and detection of crime and fraud. This assists in keeping **your** premiums low.

We may also share **your** information with other companies within the group that administer policies on **our** behalf or prospective buyers or purchasers in the event Mulsanne Insurance Company wishes to sell all or part of its business.

We may pass **your** details and any information or documentation **you** provide to **us** to the recognised centralised insurance industry registers and databases, credit reference agencies, and policy and claims checking systems. Data may also be released to third parties if **we** are required to do so under the terms of a court order or for regulatory purposes or in the investigation and settlement of a claim or a complaint.

We will only share **your** information in compliance with data protection laws.

How long will we keep your information

We will only hold **your** information for as long as necessary to administer the **policy**, manage **our** business or in order to comply with legal or regulatory requirements. This will be in line with **our** data retention policy.

Transferring personal information outside the UK

Some of the organisations **we** share **your** personal information may be located in the European Union (EU) where **your** personal information is protected by laws equivalent to those in the **UK**. If **we** have to transfer data to organisations in a third country outside the EU, **our** contracts with these parties require them to provide an equivalent levels of protection for **your** personal information.

Your rights

You have the right to:

- Object to **us** using **your** personal information. **We** will either agree to stop using it or explain why **we** are unable to;
- Ask for a copy of the personal information **we** hold about you, subject to certain exemptions;
- Ask **us** to update or correct **your** personal information to keep it accurate;
- Ask **us** to delete **your** personal information from **our** records if it is no longer needed for the original purpose;
- Ask **us** to restrict the use of **your** personal information in certain circumstances;
- Ask for a copy of the personal information **you** provided to **us**, so you can use it for **your** own purposes;
- Ask **us**, at any time, to stop using **your** personal information, if using it is based only on **your** consent;
- Complain about how **we** handle **your** data (see 'Who to contact' below)

Who to contact

If **you** wish to exercise any of **your** rights, or have any queries about how **we** use **your** personal information, please contact **our** Data Protection Officer by email at dataprotection@mulsanneinsurance.com or write to the Data Protection Officer, 18-19 Station Road, Sunbury on Thames, Surrey, TW16 6SU.

We will consider **your** request and either comply with it or explain why **we** are not able to. Please note, **we** may request evidence of **your** identity to process **your** request.

If **you** are not happy with any aspect of how **we** handle **your** data, **we** encourage **you** to come to **us** in the first instance but **you** are entitled to complain to the Gibraltar Regulatory Authority, 2nd floor, Eurotowers 4, 1 Europort Road, Gibraltar, or ☎ (+350) 20074636, or email info@gra.gi.

If however **you** wish to complain to the Information Commissioner's Office (ICO) in the **United Kingdom** then contact the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, or ☎ 0303 123 1113, or via the contact links on their website: <https://ico.org.uk/concerns/>.