

YOUR COVER DETAILS

PLEASE KEEP THIS IN
YOUR VEHICLE

MULSANNE
Motor Assistance
UK & Europe

<p>COMPLETE COVER GROUP</p> <p>Your Policy Details</p> <p>POLICY NO</p> <p>EXPIRY DATE.....</p>



NEED HELP? HERE'S WHAT TO DO

BEFORE CALLING FOR ASSISTANCE

- CHECK THAT YOU HAVE YOUR POLICY NUMBER AND YOUR RETURN TELEPHONE NUMBER INCLUDING THE AREA CODE YOU ARE CALLING FROM
- HAVE YOUR VEHICLE REGISTRATION NUMBER, MAKE, MODEL & COLOUR
- HAVE DETAILS OF THE NATURE OF THE BREAKDOWN
- YOUR EXACT LOCATION INCLUDING ROAD NUMBERS OR NAMES, LANDMARKS AND POSTCODE IF KNOWN (AS ACCURATE AS YOU ARE ABLE IN THE CIRCUMSTANCES)
- THE NUMBER OF PEOPLE WITH YOU
- WHETHER THERE ARE ANY SPECIAL REQUIREMENTS FOR US TO CONSIDER E.G. DISABLED DRIVER OR PASSENGER

PLEASE REMEMBER TO GUARD YOUR SAFETY AT ALL TIMES, BUT REMAIN WITH OR NEARBY YOUR VEHICLE UNTIL OUR RECOVERY OPERATOR ARRIVES. ONCE OUR RECOVERY OPERATOR ARRIVES AT THE SCENE PLEASE BE GUIDED BY THEIR SAFETY ADVICE.

PLEASE NOTE THAT THIS IS NOT A MAINTENANCE POLICY AND THEREFORE DOES NOT COVER THE COST OF PARTS OR THE COST OF NON-EMERGENCY REPAIR WORK.

Contact us on **033 34 009 245**

Calling from Europe? **0044 120 678 5845**

03 UK wide numbers are a new range of non-geographic telephone numbers that have been launched by the telecommunications regulator Ofcom as a result of the negative publicity associated with many non-geographic numbers. Their intention is to restore consumer confidence trust and certainty in what is undoubtedly a confusing and increasingly complex area.

One benefit of this number range is that it costs the same to call as a standard landline number, which begins with 01 and 02 from a landline.

However, the main benefit is that if you call from a mobile, the call will either be free, if included within your free minutes package or charged at the standard rate for calling geographic numbers beginning 01 or 02 (No premium tariffs).

To help us provide a first class service, we may record your telephone calls.

Call Assist

CALL ASSIST PROVIDES THE FOLLOWING BREAKDOWN AND RECOVERY SERVICES STATED IN THIS POLICY FROM 48 HOURS AFTER THE DAY WE RECEIVE YOUR PREMIUM/VALIDATION OF PAYMENT, FOR A PERIOD OF INSURANCE WHICH IS THE SAME AS YOUR MOTOR INSURANCE POLICY.

Please take time to read all of this important Policy Document which states your policy cover and the full Terms and Conditions of this insurance cover.

The benefits under the Call Assist policy are underwritten by Mulsanne Insurance Company Ltd, 1st Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. Mulsanne Insurance Company Ltd is licensed by the Financial Services Commission in Gibraltar to carry out insurance business under the Financial Services (Insurance Companies) Act.



P Cole
For Mulsanne Insurance Company Limited

USING YOUR INFORMATION / PRIVACY NOTICE

It is important that **you** understand how **your** personal information is used. Please refer to 'Using Your Information / Privacy Notice' within pages 9 and 10 of this policy document.

TERMS AND CONDITIONS OF YOUR COVER

This policy shall be 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.

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DEFINITIONS

DEFINITION OF WORDS AND PHRASES USED IN THIS DOCUMENT shown in bold throughout the policy	
Eligible Vehicles	Refer to the section entitled ELIGIBLE VEHICLES which states acceptable criteria
Europe	Andorra, Austria, Balearics, Belgium, Bulgaria, Bosnia Herzegovina, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Marino, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Sardinia, Serbia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe, Uskudar, plus any country within the European Union if not already stated (plus your direct journeys to and from the United Kingdom port of departure or the Eurotunnel terminal).
Insured Incident	Mechanical or electrical breakdown which immediately renders the vehicle immobile and damage which is caused by accident, vandalism, theft or attempted theft, flat batteries and punctures occurring during the period of insurance within the UK and Europe . In the case of keys locked within the vehicle, key breakage or lost keys we will pay the call out and local recovery up to 10 miles. All other costs incurred for example lock replacement, new keys, recovery home if more than 10 miles will be at your expense. You will be responsible for paying any costs such as lock replacement and new keys. NOTE: only SIX incidents are covered under this policy. Refer to the General Conditions.
Insured Vehicle/Your Vehicle	The vehicle specified to Call Assist. You must inform us immediately of any change of vehicle, as cover will not apply to a vehicle not advised to us .
Period of Insurance	The period for which we have accepted your premium and agreed to cover you , which shall be at least 48 hours following the date the policyholder applies for cover. This period of insurance will run in conjunction with your motor insurance policy.
Policyholder/You	The person named on this policy who paid the premium to take out this policy cover.
Trip	A journey abroad in the insured vehicle , to the countries of Europe , not exceeding 31 consecutive days during the period of insurance that you have paid a premium for, commencing and ending in the United Kingdom . Within any one period of insurance we will only cover up to 60 days spent abroad in total, irrespective of the number of individual trips .
CA	Call Assist – who provide services on behalf of Mulsanne Insurance Company Ltd
UK/United Kingdom	Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
We/Our/Us	Call Assist – who provide services on behalf of Mulsanne Insurance Company Limited
You/Your/ Insured Person	The policyholder , and each driver or other occupant of the insured vehicle (other than a hitch-hiker) who is authorised by the policyholder .
Your Representative	Anyone acting with your authority.

PART A - COVER IN THE UNITED KINGDOM

Section 1 ROADSIDE ASSISTANCE AND NATIONWIDE RECOVERY SERVICE (UK only)

- (i) In the event of an **insured incident**, **we** will attend and try and rectify the fault at the roadside sufficiently for the journey to be safely and legally continued.
- (ii) In circumstances where roadside repair of a minor fault is considered unsafe or inadvisable (e.g. motorways), the **insured vehicle** may be taken to a place of relative safety or to premises to facilitate repair.
- (iii) Assistance cannot be provided on commercial garage premises which are not **our** Agents premises.
- (iv) If the fault or damage is major in nature, and in **our** opinion not capable of being remedied at the scene of the breakdown or locally the same day, the vehicle, contents, driver and up to 7 passengers will be transported to **your** destination. No further recoveries will be authorised.
- (v) Where it is in mutual interest of **you** and **us**, e.g. in lieu of a long distance recovery, and only with **our** joint agreement, a major fault may, alternatively, be repaired locally and **we** may pay for labour. **You** will be responsible for the costs of parts.
- (vi) Vehicles found immobilised by theft or vandalism will be made roadworthy, if practicable, with **you** being responsible for the full cost of any workshop repair and collection of **your vehicle**. If repairs cannot be affected, **your vehicle** will be removed to **your** chosen destination.
- (vii) All **our** Agents are required by law to adhere to regulations on drivers' hours. If a recovery is needed this may result in the agent taking regular breaks or the need to operate a staged recovery where further agents are used to share the recovery.
- (viii) In the event of a recovery **our** Agent will unload the vehicle in a safe and appropriate place close to **your** chosen destination. For example, **our** Agent will not unload a vehicle onto a private driveway if there is insufficient space or obstacles which could make this difficult.

WHAT IS NOT COVERED

- (i) The cost of spare parts, oil, keys or other materials required to repair the **insured vehicle**.
- (ii) The cost of any labour other than provided by **our** agent at the scene of the breakdown or accident.
- (iii) If **you** call **us** for assistance and **our** mechanic reports to **us** that it is evident **you** have not maintained **your vehicle** in a state fit to complete **your** intended journey, **you** will have to pay costs arising from **our** intervention.
- (iv) All things covered under **our** General Conditions and General Exclusions.

Section 2 HOMECALL (UK only)

- (i) We will provide assistance if **your vehicle** fails to start at, or within half a mile radius (805 metres) of **your** address shown on **our** records.
- (ii) We will try and rectify the fault, failing which the **insured vehicle** will be recovered immediately to a nearby garage, for repair at **your** expense. If immediate recovery is declined, further assistance for the same fault will be at **your** expense.
- (iii) We will not provide assistance for other than non-start faults.

WHAT IS NOT COVERED

- (i) All items excluded under Section 1 (Roadside Assistance and Nationwide Recovery)

Section 3 ALTERNATIVE TRAVEL OR ACCOMMODATION (UK only)

If **you** are more than 50 miles from home, and in **our** opinion repairs to **your vehicle** cannot be completed during the same day as the **insured Incident** has been handled by **us**, and **you** agree to **your vehicle** being repaired locally rather than **us** arrange a recovery home, **we** will subject to availability EITHER;

- (i) Arrange and pay for the hire of a replacement car (to enable **you** to complete **your** journey whilst **your vehicle** is being repaired and return trip to collect **your** repaired vehicle) up to 1600cc, for a maximum of 48 hours with **you** being responsible for the petrol costs, as long as **you** are over 23 years of age; **OR**
- (ii) Pay the cost of alternative road or rail travel up to a maximum of £100; **OR**
- (iii) Pay up to a maximum of £100 for one nights bed and breakfast accommodation for **you** and **your** passengers at a hotel local to the repair garage, and up to £40 for reasonable public transport costs to get the driver to the garage the following day. **You** must submit a claim within 28 days for reimbursement of these costs, accompanied by relevant receipts.

Entitlement to hire a car must be taken up within two working days from the day of breakdown and is dependent on the hirer:

- Having a valid driving license, and
- A valid credit card, and
- Being able to meet the requirements of the hire vehicle supplier, as they may have age restrictions.
- **You** will be responsible for collision damage waiver, any necessary drop off charges any damage to replacement car and any excess imposed by the hire car provider.

Section 4 MESSAGE RELAY (UK only)

If **you** make a claim under Section 1 (Roadside Assistance and Nationwide Recovery Service), **we** will relay messages to family, friends or business associates within the **United Kingdom** to advise of **your** travel delay.

Section 5 ALTERNATIVE DRIVER (UK only)

If following a road traffic accident in the course of a journey in the **insured vehicle** in the **United Kingdom** and the only driver is declared medically unfit to drive, **we** may either:

- Pay the additional cost of returning the **insured vehicle** and passengers to **your** home address in the **United Kingdom**: **OR**
- Provide a qualified driver to drive the **insured vehicle** and passengers back to **your** home address

This is subject to there being no other **insured person** who is qualified and competent to drive **your vehicle** at that time.

Section 6 ACCIDENT HOSPITALISATION (UK only)

If **you** are hospitalised more than 50 miles from **your** home as a result of a road traffic accident happening in the course of a journey in the **insured vehicle** within the **United Kingdom**, and **you** are expected to remain in hospital as an in-patient for more than 48 hours, **we** will:

- (i) pay transport costs up to £250 for a member of **your** immediate family to visit **you** in hospital;
- (ii) pay up to £200 per person for two nights Bed and Breakfast accommodation near to hospital where **you** are a patient so that two members of **your** immediate family can visit **you**, up to a maximum of £1000 in total;
- (iii) arrange and pay all necessary costs for **your** medical transfer, when agreed as appropriate by the doctor treating **you**, to **your** home or to a hospital near **you**.

Section 7 MISFUELLING OF THE INSURED VEHICLE

In the event **your vehicle's** fuel tank is filled with the incorrect type of fuel, **we** will arrange and pay up to £250 (inclusive of VAT) for **our** Agent to either recover **your vehicle** and the passengers to the Agent's base where a drain and flush to **your vehicle's** fuel tank can be conducted or, to conduct the fuel drain and flush at the roadside. Subject to the £250 limit, **we** will also provide 10 litres of correct fuel to allow **you** to continue **your** journey.

If **you** would prefer a fuel drain and flush to be conducted by **your** preferred repairer, **we** will arrange and pay for a **recovery operator** to transport **your** vehicle, **you** and your passengers to a local repairer of **your** choice. Subject to **our** prior authorisation, **we** will also reimburse the cost of a fuel drain and flush. Any reimbursement will only be made once **we** have received copies of valid receipts detailing the work carried out by **your** preferred repairer.

In the event the misfuel directly causes further mechanical damage to **your vehicle** which prevents **your** vehicle from being driven and cannot be remedied by a fuel drain and flush, subject to the prior authorisation of **our** Rescue Controller, **we** will also cover the cost of parts and labour required to repair the **vehicle** up to a limit of £2,500.

If repair work in addition to a flush and drain is required this will be undertaken by **our** approved repairer. If **you** do not wish to use **our** approved repairers **you** will need to get two estimates from repairers. If **we** think the repair estimate is unreasonable, **we** will:

- arrange for **your vehicle** to be moved to another repairer; or
- move **your vehicle** to a safe place, before repair or disposal

We will not be responsible for any costs incurred due to any delay caused by this process. Upon completion of this process, if **you** would prefer **your vehicle** to be repaired by a repairer of **your** choice, **we** will arrange and pay for **your vehicle** to be transported to **your** chosen repairer. Subject to the total claim cost not exceeding £2,500, **we** will then reimburse the parts and labour costs incurred once **we** have received copies of valid receipts detailing the work carried out by the repairer.

Cont/

Section 7 MISFUELLING OF THE INSURED VEHICLE – cont/

We will pay for the following if the **insured vehicle** is subject to misfuelling during the **period of insurance**:

- (i) Draining and flushing the fuel tank on site using a specialist roadside vehicle, up to a maximum of £250 per claim **or**
- (ii) Recovery of the **insured vehicle** up to 10 miles if appropriate
- (iii) Mechanical or component damage to **your vehicle** up to a maximum value of £2,500 in any **period of insurance**. **You** will be responsible for paying any costs in excess of £2,500. These apply both on the forecourt on-site and once the vehicle has been driven away from the forecourt.

We will NOT pay for:

- (i) Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel;
- (ii) Refuelling of any car **you** hire;
- (iii) Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
- (iv) Any defect which existed before the incident of misfuelling.
- (v) The deliberate misfuelling of **your vehicle** by any person. If the claim is dishonest or exaggerated no service will be provided and **you** will be responsible to pay for any costs incurred.
- (vi) Any liability under the this section where **your vehicle** has been damaged by anything other than misfuelling or where the damage cannot be fully attributed to a misfuel which occurred during the **period of insurance**.
- (vii) Any damage caused by the continued use of **your vehicle** after the point you knew it had been misfuelled.
- (viii) Any infringement of any warranty, or guarantee associated with the vehicle that may be invalidated by any repair to **your vehicle**.
- (ix) If **you** put the wrong grade of the same fuel into **your vehicle**, e.g. if **you** put hi-octane petrol in **your** petrol engine then this section will not apply.
- (x) Any loss to the market value of the vehicle as a result of a fuel drain and flush or repair made following a misfuel.

PART B – COVER IN EUROPE

Section 8 COVER PRIOR TO YOUR TRIP

If the **insured vehicle** is subject to an **insured incident** during the seven days immediately prior to **your** pre-arranged date of departure on a **trip**, and the **insured vehicle** cannot be repaired or is not recovered prior to the date of departure, **we** will pay up to £750 in total under this policy to enable **you** to continue **your** planned **trip**. **We** will pay for either;

- the hire of an equivalent vehicle, where available, for the purpose of carrying out the original planned **trip**, OR
- the additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing.)

You must contact **us** as soon as **you** are aware that **your vehicle** is unavailable for the **trip**; and **you** must obtain **our** prior approval before the hire of a replacement vehicle.

To make a claim under this section it is essential that **you** obtain a letter from a garage for **us** confirming:-

- the regular maintenance and service of **your vehicle**;
- precise details of the breakdown and damage;
- breakdown, when occurring, was sudden and unforeseen;
- that the repairs cannot be effected before the date planned for **your trip**.

We will NOT pay for:

- (i) any claim where **your trip** is planned to exceed 31 days;
- (ii) any claim resulting from breakdown if **you** have purchased cover less than TEN days before the planned date of **your trip**;
- (iii) any claim when actual or imminent breakdown of **your vehicle** is discovered or diagnosed in the course of a service carried out less than seven days prior to **your** planned date of departure;
- (iv) the hire costs of a replacement vehicle unless **we** gave **our** prior approval before **you** entered into the hire agreement;
- (v) the cost of fuel and oil used in any replacement/hire vehicle;
- (vi) the cost of any Personal Accident Insurance or other benefit not specifically covered by this section;
- (vii) fines, parking charges, or congestion charges arising from use of the replacement/hire vehicle.

Section 9 ROADSIDE ASSISTANCE

If the **insured vehicle** is immobilised during a **trip** as a result of an **insured incident**, **we** will arrange and pay up to a maximum of £250 for roadside assistance, and if necessary, transport the **insured person** and **insured vehicle** to the nearest suitable repairer.

We will not pay for;

- (i) the cost of replacement parts or other materials;
- (ii) any vehicle hired to the **insured person** prior to commencement of **trip**;
- (iii) any winching costs or the use of specialist off-highway-recovery equipment;
- (iv) labour charges in excess of £50.

Section 10 REPLACEMENT PARTS

In the event of replacement parts not being available locally during **your trip**, **we** will attempt to obtain the parts elsewhere and pay all freight charges involved in despatching them to the location of the **insured vehicle**. **We** must advise the following;

- (i) **We** will attempt to provide the replacement parts required but **we** can give no guarantee that they will be available.
- (ii) **We** will pay for the cost of transportation and location of the replacement parts,
- (iii) The actual cost of the parts and the Customs Duty must be repaid to **us** on **your** return to the country of departure.
- (iv) When **you** are invoiced for a surcharge subject to the return of the old unit or part, **you** must return the defective part at **your** own expense to the supplier.
- (v) If **you** place a firm order for a replacement part(s) and these are not subsequently required, or **you** do not want their arrival, **you** will be responsible for the cost of such parts, including all forwarding charges arising from their return.

Section 11 VEHICLE OUT OF USE DURING YOUR TRIP

Please note that it is not always possible to provide automatic hire vehicles or accessories such as bike racks, luggage racks or tow bars.

If the **insured vehicle** cannot be used as a result of an **insured incident** occurring during **your trip**, cannot be repaired the same day, **we** will EITHER:

- Pay up to £750 for the additional cost of transporting **you** and up to 7 passengers and **your** luggage to **your** destination or return journey home by public transport,
- OR
- Pay up to £750 for hire of an equivalent replacement vehicle, where applicable, whilst the **insured vehicle** remains out of use, this includes the rental charge collision damage waiver and any necessary drop-off charges (**We** are not responsible if **you** do not meet the requirements of the hire vehicle supplier),
- OR
- Pay up to £125 per **insured person** for the cost of overnight hotel bed and breakfast accommodation whilst **you** await the completion of repairs on the **insured vehicle**, the maximum amount payable under this policy will be £750.

We will pay the cost of emergency repairs to secure the vehicle in the event that it is damaged by theft or break in, up to a maximum of £175 (a Police report will be required to verify **your** claim). **We** will pay the cost of necessary telephone calls up to a maximum of £15.

We will NOT pay for:

- (i) a vehicle hired to **you** prior to the commencement of a **trip**;
- (ii) the cost of fuel and oil in any replacement vehicle;
- (iii) the cost of any Personal Accident insurance offered by the replacement hirers;
- (iv) the cost of fines, parking charges or congestion charges arising from the use of a replacement vehicle.

Section 12 ALTERNATIVE DRIVER

In the event of the **insured person** being declared medically unfit to drive the **insured vehicle** because of illness or injury in the course of a **trip** OR having to return home for what **we** agree is a serious or urgent reason and there being no other **insured person** qualified and competent to drive, **we** will EITHER:

- pay the additional cost of returning the **insured vehicle** to the home address in the **United Kingdom**,
- OR
- **we** may choose to provide a qualified driver to drive back the **insured vehicle** and passengers.

Section 13 REPATRIATION

If the **insured vehicle**, following an **insured incident** is rendered unusable during a **trip**, and it is apparent that repairs can only be carried out in the **United Kingdom**, **we** will pay for:

- (i) the cost of transporting **you**, with **your** hand luggage and valuables, to **your** home address in the **United Kingdom** if the **insured vehicle** has not been repaired or, in the event of a theft, has not been recovered in a road worthy condition at the intended time of **your** return home. The method of transport used will be at **our** discretion.
- (ii) The cost of transporting **your** personal possessions, other than hand luggage and valuables, to **your** home address either together with or separately from the **insured vehicle**;
- (iii) The cost of transporting the **insured vehicle** to **your** home address in the **United Kingdom** (including garage storage costs and costs of transportation and delivery including additional shipping costs), if repairs cannot be carried out abroad or the **insured vehicle** if stolen, has not been recovered in a roadworthy condition, by **your** intended time of return home,

- OR
- (iv) Pay for the cost of one person to travel to the location of the **insured vehicle** by public transport to drive the repaired vehicle to **your** home address in the **United Kingdom**, only where prior agreement is made with **us**. Such costs must not be more than an economy class airfare plus miscellaneous additional expenses, not exceeding £150 in total.

We will NOT pay:

- Unless it is confirmed to **us** that when the **insured vehicle** is repatriated to the **United Kingdom**, that steps have been taken for the necessary repairs to be actioned;
- More than the market value of the **insured vehicle** in the **United Kingdom** under this Section;
- For any vehicle hired to the **insured person** prior to the commencement of the **trip**.

Section 14 CUSTOMS REGULATIONS

As a result of an **insured incident** occurring outside the **United Kingdom** and during a **trip**, **we** will:

- (i) if the **insured vehicle** is beyond economic repair **we** may arrange for the **insured vehicle** to be disposed of under Customs supervision in the country where the **insured vehicle** is situated, and **we** will deal with the necessary Customs formalities;
- (ii) pay for any liability for duty claimed if due to circumstances outside **your** control the **insured vehicle** is not taken permanently out of the foreign country within a limited time after import or there is any breach or non-observance of the import conditions which permit import for a limited time without payment of duty.

We will NOT pay for the cost of any other import duties imposed by Customs.

Section 15 MAKING A CLAIM ON RETURN FROM YOUR TRIP

Firstly, check this Policy and the appropriate Section to make sure that what **you** are going to claim for is covered, then:

- contact **us** on the appropriate telephone number. **You** may be asked to complete a claim form;
- all claims must be submitted within 28 days of **your** return from **your trip**, accompanied by the completed claim form, original invoices, receipts, reports etc;
- retain copies of all documents that **you** submit to **us**;
- **We** may appoint claims handling agents to facilitate the prompt handling of **your** claim.

PART C - applies to Parts A and B

ELIGIBLE VEHICLES - applies to Parts A and B

The **insured vehicle** must comply with the following **Eligible Vehicle** conditions, and fit the stated criteria for policy cover to operate:

- (i) Vehicles and any accompanying caravan or trailer must be registered as owned by **you**, or a member of **your** household and kept at **your** address.
- (ii) Vehicles must be under 20 years old when the policy is first accepted by **us** or renewed by **us**.
- (iii) Vehicles must be registered in the **United Kingdom**.
- (iv) Private Cars, light vans, motorcycles, estate cars, vehicles with up to 7 passenger seats, motor caravans, and 4x4 utility vehicles are acceptable and must not exceed (including any load carried) 3500kg in weight, 7 meters in length, 3 meters in height, and 2.5 meters in width.
- (v) Services will NOT be provided under this policy for **your vehicle** unless the registration number is held by **us**. Any change of vehicle must be notified to **us** without delay.
- (vi) Prior to acceptance by **us**, a vehicle must be in a proper roadworthy condition, should conform to all statutory regulations, including, if appropriate, having an MOT certificate, and should be so maintained throughout the **period of insurance**. If in **our** opinion the vehicle was un-roadworthy or broken down prior to the start date of this policy then the vehicle is NOT covered by the policy. Vehicles that need to be towed should have the relevant road tax in place.
- (vii) Motorcycles: Limited roadside assistance will be attempted, failing which the motorcycle will be recovered to an acceptable destination.
- (viii) Caravans/trailers: Cover extends to an accompanying caravan or trailer. Caravans and Trailers should not exceed 23ft (7.01 meters) in overall length and should not exceed G.T.W, and should be fitted with 50mm ball couplings.

PART D - applies to all Parts of the policy

GENERAL CONDITIONS

- (i) **You** must comply with the terms and conditions of this policy before any claim will be paid.
- (ii) **You** must declare to **us** all facts which are likely to affect this insurance policy, as failure to do so may prejudice **your** entitlement to make a claim.
- (iii) If **you** have made a false declaration on application for this insurance policy, or furnished incorrect information when requesting assistance **you** will be liable for all costs incurred by **us** resulting from false declaration or incorrect information and may be subject to legal action. The policy shall become void and the premium paid forfeited, and any benefits paid under this policy must be repaid to **us**.
- (iv) If **we** are called out SIX times in any one **period of insurance**, any subsequent incidents are NOT covered by this policy, and if assistance is requested **we** will provide only on the basis that **you** pay for the costs.
- (v) **You** must contact **us** without delay or in cases of accident with the minimum delay, even if deferred attention is required, to make a claim under this policy. **We** will not accept liability for expenses incurred without **our** prior knowledge or consent and **our** control room must be contacted when an incident arises that maybe the subject of a claim.
- (vi) **You** must take all reasonable precautions to prevent or minimise the risk of any loss, damage, or breakdown covered under this policy and must take all steps necessary to expedite the completion of repairs.
- (vii) At the time of a claim, at **our** request **you** must provide evidence of proper servicing of **your vehicle**.
- (viii) The transportation of pets will be at the discretion of the recovery operator. Alternative transport can be arranged but **you** will need to pay for this service immediately by credit or debit card.
- (ix) A garage or specialist undertaking work on **your** instructions and which is not specifically covered under this insurance will be acting as **your** agent for such repair work. **CA** will not be responsible for the repair work provided by the garage or specialist.
- (x) If the vehicle is in a position where it cannot be worked upon or towed, the wheels have been removed or where more than one tyre has been vandalised or where specialist equipment is required for its recovery, **we** can arrange to rectify this but **you** will be responsible for any costs involved.
- (xi) **You** will be required to reimburse **us** within 7 days of **our** request to **you**, any costs or expenses **we** may have paid out on **your** behalf which are not covered by the terms of this insurance.
- (xii) **You** or **your representative** should be present to ensure **we** have the necessary access to **your vehicle**. **Your representative** is deemed to have permission from **you** to authorise necessary repair or other work, at **your** expense.
- (xiii) If **you** are covered for services by any other insurance policy or can claim against a third party, **you** must inform **us**. **We** may ask **you** to exercise rights under any policy or against any other third party and pay **us** any sums of money so recovered, to offset **our** costs.
- (xiv) In the event of any disagreement of any amount due to be paid under this insurance or any other dispute to this insurance, the matter will be referred to an arbitrator that **we** have agreed to.
- (xv) **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 **CA** within fourteen days with **your** written request.
- (xvi) **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.
- (xvii) If excessive use of the service has occurred e.g. through failure to seek permanent repair, following any temporary repair effected by an agent, or due to lack of routine maintenance, **we** may cancel the policy by sending 7 days' notice by recorded delivery to **your** last known address.

GENERAL EXCLUSIONS

We will NOT be liable for:

- (i) The cost of any service provided outside of the **period of insurance**, or where the relevant premium has not been received.
- (ii) Vehicles not registered with **us**.
- (iii) The cost of all parts, supplies used or provided to **you** or for **your vehicle** including the cost of supplying and fitting windscreens, and storage charges.
- (iv) Having the **insured vehicle** stored or guarded in the drivers absence.
- (v) Major repairs, servicing or reassembly, including but not limited to repairing faulty brakes, steering, suspension, previous inadequate repairs or Do-It-Yourself work OR where **your vehicle** has not been maintained and operated in accordance with the manufacturers recommendations.
- (vi) **CA** will not transport horses, livestock, birds or fish.
- (vii) Where service cannot be effected because the vehicle including any towed trailer or caravan does not carry a serviceable spare wheel, manufacturers tyre repair kit, appropriate jack or where the locking mechanisms for the wheels are not immediately available to remove the wheels.
- (viii) The cost including any call-out of any body-glass or tyre specialist, should **CA** consider this to be required **CA** will endeavour to arrange this help on **your** behalf, however **CA** will not pay for these specialist services and any contact for such services provided between **you** and the relevant specialist. If in **CA's** reasonable opinion the **insured vehicle** requires recovery to such a specialist to be mobilized, **CA** will arrange but at **your** cost.
- (ix) Any fines, penalties, tolls, unclamping charges incurred by **you** or **us**, due to **your vehicle** being immobilised in tunnels, or elevated highways, or in restricted parking areas.
- (x) Recovery if it would be dangerous or illegal for **us** to load or transport **your vehicle**.

GENERAL EXCLUSIONS - cont/

- (xi) The repair or recovery of the **insured vehicle** if it broke down at the premises of a motor trader.
- (xii) Any specialist costs in bringing **your vehicle** into a position where **we** can try to repair it or transport it. For example costs or the use of specialist off-highway recovery equipment used to move a vehicle which has left the highway or is overturned or is without wheels.
- (xiii) The full cost of **our** attendance, if having called **us**, **you** effect repair or recovery by employing anyone else prior to the arrival of **us**. However if having called for assistance, **you** manage to mobilise the vehicle, the cost or unnecessary attendance may be waived provided **you** immediately contact **us**.
- (xiv) Breakdown services for vehicles engaged in sporting events, including racing, pacemaking, speed testing, rallies, trials and all other track-based activities.
- (xv) Breakdown services for vehicles engaged in, and used for, hire or reward purposes.
- (xvi) Service if **you** already owe **us** money.
- (xvii) Any damage to **your vehicle** or its contents (personal effects) whilst being recovered, stored or repaired.
- (xviii) Services to vehicle temporarily immobilised by floods, snow affected roads, sand or mud, or situated in areas where **we** have no rights of access or on Motor Trade premises.
- (xix) Long distance transport of the **insured vehicle** to the premises where the **insured vehicle** was purchased or previously repaired solely to claim under a warranty scheme when a suitable alternative repairer is nearer.
- (xx) The cost of taking the vehicle and its passengers to more than one address after any one breakdown.
- (xxi) No responsibility will be accepted for assistance not arranged by **us**.
- (xxii) Accommodation or incidental expenses (e.g. rail, taxi or ferry charges) incurred by **you** or **your** passengers, and including any ferry charges incurred by **us** in attending or recovering **your vehicle**. This includes cases where a vehicle is recovered unaccompanied.
- (xxiii) Any policy cover, loss or expense of whatsoever nature directly or indirectly caused by the result of war, invasion, act or foreign enemy, act or 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 or any government or public authority.
- (xxiv) Any policy cover, loss or expense whatsoever resulting from earthquake, fire, lightening, explosion, flood, ionising radiation or contamination from any nuclear fuel/waste, and the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly, or nuclear part of that assembly.

IN THE EVENT OF A COMPLAINT

Any complaint **you** have regarding **your** policy should be addressed to the policy administrator: Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX. Please include the details of **your** policy and in particular **your** policy number, to help **your** enquiry to be dealt with speedily.

We promise to:

- acknowledge **your** complaint within five working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when we send our acknowledgement letter; and
- respond to **your** complaint within 20 working days. If this is not possible for any reason, **we** will write to you to let you know when we will contact **you** again.

If **you** remain dissatisfied, short of court action, **you** can ask The Financial Ombudsman Service to review **your** case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. The Financial Ombudsman Service can be contacted at the following address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9 123 (charged the same as numbers beginning with 01 or 02 from mobile phones).

USING 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**.

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.

Cont/

USING YOUR INFORMATION / PRIVACY NOTICE – cont/-

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 with 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/>.

COMPENSATION

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. For claims against the insurers, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting www.fscs.org.uk
Nothing in this process will affect your legal rights.

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