

# Private Car Insurance Policy

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

This policy, together with your schedule, certificate of motor insurance and the proposal form or statement of fact, form the contract between you and us. It is important that you take time to read and understand them and ensure that you have the cover you need.

This policy meets the needs and demands of someone who wants to insure their vehicle against loss or damage and for injury or damage caused by it. It gives useful advice on how to make a claim and what you can do if you are unhappy with our service.

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Wagonex is a start-up born out of the frustration with owning cars and no longer wanting to own them. Some of our team are old enough to have owned many and others are young enough to never want to own one. We asked ourselves, why do we continuously borrow large sums of money in a long-term commitment and pay interest to buy cars that depreciate the second you drive them away? "We need to build the Netflix for Cars" and the idea for Wagonex was born.

A simple idea with an elegant solution that one price covers everything but fuel. Behind the scenes is a complex technology stack and many partners of all shapes and sizes that go towards providing a seamless service to our customers. We feel that cars should no longer be a burden but a service!

Based in East London, we have come a long way in a short space of time. Being able to have a car for a month at a time and switching whenever you choose is incredible. The ability to have an SUV for the winter and convertible for the summer was our goal and now a reality. Our team is very excited by the potential Wagonex has to make a difference in a huge market that is in need of dramatic change.

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

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

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

a) accidents (whether your fault or not) or thefts (of or from a vehicle) whether covered by this policy or not involving you or anybody else covered by this policy b) you or anybody else covered by this

policy being convicted of a motoring or a non-motoring offence or being charged with or being notified of an intention to prosecute c) a change to your address or where your vehicle is usually kept overnight d) the discovery of a medical condition for which you or anybody else covered by this policy is required to notify DVLA e) a change to the make & model of your vehicle or what your vehicle is used for f) a change to your occupation (full or part time) or anybody else covered by this policy g) a change to who will drive your vehicle

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

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

Please read this document, certificate of motor insurance and schedule together, to ensure they give you

the cover you want.

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

In order to ensure we deal with your claim efficiently, you will need to provide us with as much information as possible: h) your policy number – this is shown on your certificate of motor insurance; i) date, time, location and circumstances of the incident; j) details of any other people involved in the incident – where possible obtain name and contact

details of all those concerned; k) names and contact details of any witnesses to the incident; l) details of any injuries to any person involved in the incident.

If your vehicle has been stolen, before calling us you should:

- report the theft to your nearest Police station; obtain a crime reference number from the Police.

If your policy allows, and your windscreen needs to be replaced or repaired, please contact our windscreen helpline on 0800 032 3522. You will be required to pay the excess shown within this Policy.

Windscreen cover only applies if you have Comprehensive cover. Please refer to your policy schedule.

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

[Motor Insurance Database – Continuous Insurance Enforcement \(CIE\)](#) Information relating to your policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurance Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including: m) Electronic Licensing n) Continuous Insurance Enforcement o) Law enforcement (prevention, detection, apprehension and or prosecution of offenders) p) The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, EEA or certain other territories), insurers

and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

**Sharing Information** Insurers pass on information to The Claims and Underwriting Exchange register, and the Motor Insurance Anti-Fraud and Theft Register, run by the Insurance Database Services Ltd (IDSL). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance or manage any claim that may arise, we may search the register(s).

When you tell us about an incident which may or may not give rise to a claim, we will pass information relating to it to the register(s). You can ask for more information about this. You should show this notice to anyone who has an interest in the vehicles insured under the policy.

**Fraudulent Claims** Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest policyholders. In order to protect your interests and the interests of the vast majority of our policyholders, we fully investigate all claims,

and where fraud is detected we report to the authorities under the Proceeds of Crime Act (POCA).

If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies. You may also report information in respect of bogus/fraudulent claims to the Cheatline on 0800 422 0421. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at [www.insurancefraudbureau.org](http://www.insurancefraudbureau.org). All information is reported anonymously and will be treated in the strictest of confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help reduce insurance premiums. More information can be provided if requested.

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**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](http://www.fscs.org.uk).



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

**Accessories** Parts or products specifically designed to be fitted to your vehicle, including the manufacturer's standard tool kit and your vehicle's safety equipment.

**Certificate of Documentary evidence** that you have taken out the insurance Motor Insurance that you must have by law. It describes your vehicle, who can drive it and the purpose that it can be used for.

**Courtesy Car** A small hatchback provided by our approved repairer while they are repairing your vehicle

**Endorsement** A change to the terms of your policy, and shown on your schedule.

**Excess** The amount you will have to pay towards any claim and shown on your schedule or policy section.

**Fire** Fire, lightning, explosion or self-ignition

**Insurance intermediary** The Insurance Broker, Agent or Intermediary who acting on your behalf has placed this insurance with us.

**Market Value** The cost of replacing your vehicle with one of similar type, age, mileage and/or condition at the time of the loss as assessed by us. We use guides (such as Glasses Guide) which refer to vehicle values, engineers and any other relevant sources to assess the market value.

**Policy** The document consisting of your Proposal Form or Statement of Fact, our motor insurance policy, your certificate of motor insurance, schedule, and any endorsements.

**Your vehicle / Any vehicle** including its spare parts and accessories for which Your motor vehicle

we have issued a certificate of motor insurance under this  
policy.

Period of Insurance The period of time covered by this insurance as shown in the schedule and/or certificate of motor insurance, and for which we have accepted your premium.

Personal Belongings Property which is worn or used in everyday life and which belongs to you and is in your vehicle.

Proposal form or The document which contains the information provided by you Statement of Fact upon which we have accepted your insurance

Road Traffic Act(s)/Law(s) The laws which include details of the minimum motor insurance cover needed in the United Kingdom.

Schedule The document that identifies the policyholder, and sets out details of the cover your policy supplies.

Territorial Limits Countries within the United Kingdom (UK), and the European Union (EU), Andorra, Iceland, Norway and Switzerland.

Theft Any theft or attempted theft which has been reported to the Police.

United Kingdom England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands (including transit by sea, air, rail or within and between these places).

We/Us/Our Wagonex Limited, Mulsanne Insurance Company Limited

You/Your The person(s) or company named in the schedule and certificate of motor insurance as the Insured or Policyholder.

You should refer to your schedule to establish the cover which applies to your insurance. The following then confirms the sections of this document that apply:

Comprehensive cover Sections 1 to 10 apply Third Party Fire and Theft cover  
Sections 1, 2, 6, 7, 9 and 10 apply Third Party Only cover Sections 1 and 10 apply

The General Conditions and General Exclusions apply in addition to the policy sections.

[What is covered](#) We will cover you for your legal responsibility if there is an accident which involves your vehicle and where you:

- kill or injure someone; or
  - damage their property or their vehicle; This cover also applies to any accident caused by a trailer, caravan or vehicle you are towing.

**Other people using your vehicle** We will also provide the same cover for:

- anyone allowed by the certificate of motor insurance to drive your vehicle, as long as they have your permission;
- anyone using (but not driving) your vehicle with your permission for social, domestic and pleasure purposes;
- anyone who is in or getting into or out of your vehicle;
  - your employer or business partner if the certificate of motor insurance allows business use. Does not apply if your vehicle is owned, leased or hired to the employer or business partner.
  - the legal personal representative of anyone covered under this section if that person dies. If any person covered by this insurance should die, we will deal with any claim made against their estate provided that the claim is covered by this insurance.

**Driving Other Cars (applies to the Policyholder only)** If your certificate of motor insurance allows, this cover is extended to cover the policyholder while driving any separately insured, private motor vehicle that the policyholder has permission to drive provided that such is not owned by, or hired to the policyholder under a hire purchase or leasing agreement and you are not covered to drive the vehicle by another insurance policy.

We will NOT provide cover:

- for any loss or damage to the motor vehicle you are driving;
- for any event outside of the United Kingdom;
- if this insurance is not in the name of an individual;

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- if you no longer have possession of your vehicle or if your vehicle has been damaged beyond cost effective repair.
- If the vehicle that you are driving is not separately insured to release a vehicle which has been impounded by the police or a local authority

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

- Solicitors costs to represent any person covered by this insurance at a Coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- Reasonable costs to defend any person covered by this insurance against a charge of manslaughter or causing death by reckless or dangerous driving;

- Any other costs incurred with any accident which may involve legal liability under this insurance. Unless otherwise agreed by us in writing, we will NOT pay:

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

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

#### **NOT COVERED BY SECTION 1**

- Any claim for death or injury to anyone while they are working with or for the driver of the vehicle, except as set out in road traffic law, or where in the course of their employment cover is provided by their employers liability insurance;

- Death or bodily injury to the driver or the person in charge of the your vehicle if the death or bodily injury occurred as a result of that person having driven the your vehicle.

- Damage to property or injury to animals owned by or held in trust, custody or control of you or any other person covered by this insurance.

- Loss or damage by pollution or contamination however caused except as required by the road traffic acts.

- Any amount exceeding £20,000,000 for any one claim or series of claims arising out of one cause in respect of damage, loss or use or other indirect loss in respect of property, and any amount above £5,000,000 for costs and expenses incurred.

- Loss of or damage to any motor vehicle you drive, or any trailer or vehicle you tow. Anyone who makes a claim knowing that the driver did not hold a valid driving licence at the time of the incident.

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

- fire;
  - theft or attempted theft we will at our option either pay (subject to the deduction of any excess):
  - for the repair of the damage;
    - the current market value or the amount shown on your purchase receipt (whichever is lower) of your vehicle (your vehicle will then belong to us);
    - the cash value of any lost or stolen part;
- The payment will be made to:

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

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

**Replacement Locks** If the keys or any device used to secure, gain access to, or enable your vehicle to be driven, are stolen, we will pay up to £400 (after the deduction of any excess) towards the cost of replacing door and boot locks, ignition and steering locks, the lock transmitter and central locking interface. This is providing it can be established that the location of where your vehicle is kept overnight is known to any persons who may have the keys or device used to secure, gain access to, or enable your vehicle to be driven.

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

**NOT COVERED BY SECTION 2** For exclusions refer to NOT COVERED BY SECTION 2 (Fire and Theft ) and SECTION 3 (Accidental Damage) and GENERAL EXCLUSIONS.



**What is covered:** If your vehicle is damaged, we will at our option either pay (subject to the deduction of any excess):

- for the repair of the damage;
  - the current market value or the amount shown on your purchase receipt (whichever is lower) of your vehicle (the damaged vehicle will then belong to us);
  - the cash value of any lost or stolen part; In addition, we will pay the reasonable cost of:
- protecting your vehicle if it becomes unusable due to accidental damage;
  - returning your vehicle to your home address in the United Kingdom after repair. This is subject to our written consent. The payment will be made to:
    - you; or s) the legal owner of your vehicle if owned by someone else or is subject to a hire purchase agreement, unless the owner specifically agrees otherwise in writing.

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

NOT COVERED BY SECTION 3 For exclusions refer to NOT COVERED BY SECTION 2 (Fire and Theft) and SECTION 3 (Accidental Damage) and GENERAL EXCLUSIONS.

**We will not pay:** (i) more than the market value or the amount shown on your purchase receipt

(whichever is lower) at the time of accident or loss if your vehicle or accessories or spare parts are damaged beyond economical repair. (ii) more than the last list price of parts no longer available as new. (iii) for loss or damage caused by theft while nobody is in your vehicle, unless all the doors, windows and other openings are closed or locked, and your vehicle's keys and any door or ignition unlocking devices are removed and are not within or on the vehicle or have been left unattended in a public place and the vehicles electronic or mechanical devices are set including all security alarms and devices. (iv) for loss of or damage to your vehicle, if at the time of the incident, it was being driven by or used by anybody not named on your certificate of motor insurance unless the person driving is reported

to the police for taking your vehicle without your permission, including being charged. (v) any loss or damage up to the amount which appears on your schedule as an

excess. (vi) No Payment will be made for

- Loss of or damage to your vehicle if you or anyone named on the certificate of motor insurance was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident;
- Loss of or damage to the contents of the insured motor vehicle, including but not limited to, personal belongings, telephones, television equipment, two way radio transmitters or receivers or money, or goods, tools or samples carried in connection with any trade or business;
- Loss of or damage to your vehicle through deception, fraud or repossession, by using a counterfeit or other form of payment which is not authorised or due to any government, public or local authority legally taking, keeping or destroying your vehicle;
- Loss of or damage to your vehicle caused by an inappropriate type of fuel being used;
- Loss of or damage to any trailer, caravan or vehicle, or their contents, whilst being towed by your vehicle;
  - Depreciation, wear and tear, or loss of value due to repair;
- Mechanical, electrical, electronic or computer faults, failures, breakdowns, breakages or malfunctions;
  - Damage to tyres caused by braking, punctures, cuts or bursts;
  - Loss of use, earnings or any other indirect loss.

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

a) your vehicle is stolen and not recovered within 30 days of being reported; OR b) The cost of repairing accidental damage exceeds 60% of the vehicles list price (including any taxes) at the time of purchase. Both a) and b) are subject to:

- your vehicle being owned by you or your spouse. This includes purchase under a hire purchase,

however specifically excludes vehicles which are the subject of a contract hire or leasing agreement; and

- the agreement of any interested hire purchase company; and
- you or your spouse being the first registered keeper of the vehicle; and the recorded mileage not exceeding 10,000 at the time of the incident.

If a suitable replacement vehicle cannot be found, then the most we will pay will be the current market value of your vehicle. The stolen and recovered or damaged vehicle will then belong to us.

If you have comprehensive cover we will pay for the replacement or repair of your vehicle's windscreen or other windows if they are broken or damaged. This includes any scratching to your vehicle's bodywork if solely caused by the incident, and if the work is carried out with the authority of the Windscreen Helpline.

An excess will apply:

- If your windscreen is replaced then a £75 excess is required.
- If your windscreen is repaired then a £10 excess is required. If the work is not carried with the authority of the Windscreen Helpline then we will not pay any more than £75, after deduction of the excess.

Payments under this section will not affect your No Claims Bonus, and the maximum number of claims will not exceed two per policy period.

#### NOT COVERED BY SECTION 5

- Damage to plastic windows on a convertible vehicle Sun roofs, roof panels or panoramic windows Lights or reflectors whether glass or plastic

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

Comprehensive cover

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

Third Party Fire and Theft cover -

- Manufacturers fitted equipment: £200 Permanently fitted equipment (not the manufacturers fitted equipment): £200

**NOT COVERED BY SECTION 6** We will not pay for loss of or damage to removable audio, electrical, satellite navigation or communications equipment.

We will pay up to £100 for loss of or damage to personal belongings in or on your vehicle, provided that they are lost or damaged by accident, fire, theft or attempted theft. Proof of purchase may be required. We may take off an amount for wear and tear when we settle claims.

**NOT COVERED UNDER SECTION 7** We will not provide cover for the following:

- money, jewellery, stamps, tickets, documents or securities, or goods, tools or samples carried in connection with any trade or business;
- audio, electrical &/or communications equipment;
- property insured by another insurance policy:
  - property which is not kept in a locked boot if your vehicle is a convertible.

More than one payment per event

**PERSONAL ACCIDENT** If you or your spouse die or suffer accidental bodily injury as a direct result of an accident within your vehicle we will pay the following amounts:

Type of Injury Amount we will pay Death £2500 Loss of any limb £1000 Total loss of sight in one or both eyes £1000 Any payment will be made to you or your legal representative.

**NOT COVERED BY SECTION 8 – Personal Accident** The most we will pay in any one period of insurance is £2500 and if you and your spouse have another policy of insurance with us, we will only pay out under one contract. No payment will be made if:

- The death or bodily injury was caused by suicide or attempted suicide or any intentional injury;
- The insurance is not in the name of an individual;
  - A seatbelt is not worn at the time of the accident; t) The insured person was under the influence of alcohol or drugs at the time of the incident.

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

Following a claim under Section 2 (Fire and Theft) or Section 3 (Accidental Damage) you may be entitled to a courtesy car while your vehicle is being repaired by one of our approved repairers. This is subject to:

- Us agreeing that the claim is covered by your policy
- The repairs being carried out by one of our approved repairers; and
- The approved repairer having a car available for you to use. You will not be entitled to a courtesy car if:
- Your vehicle has not been recovered after it has been stolen or
- We cannot repair your vehicle or
- The cost of repairing your vehicle is uneconomical or Your policy does not cover the damage.

The courtesy car will be insured on a comprehensive basis for the period which we have agreed that you may have the courtesy car. You and anybody else covered to drive under this policy will be covered to drive the courtesy car for the same use provided for by this policy.

If we have provided you with a courtesy car and it becomes apparent that we cannot repair your vehicle or that the cost of repair is uneconomical you must return the courtesy car within 2 days of us informing you. If you do not, you will be liable to pay the costs of keeping the courtesy car after this time or any other time agreed by us. Any hire costs for which you become liable may either be deducted from the settlement that we agree to pay you or added to your excess.

While you have a courtesy car provided by us you will have to pay the running costs (e.g. the cost of fuel) and any fines or other penalties incurred by you or anybody else covered by this policy while using the courtesy car.

Courtesy cars provided by us must not be used outside of Great Britain, Northern Ireland, Isle of Man or the Channel Islands.

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

- Any country which is a member of the European Union (EU); Any country which the Commissioner of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liberties arising from the use of motor vehicles (number Directive 2009/103/EC). (If the level of cover granted under EU Directives is less than provided by the United Kingdom law the higher level will apply).

**Travel within Territorial Limits** We will insure you for the cover shown on your schedule while you are travelling within the Territorial Limits, (including the process of loading and unloading) between ports or terminals in the countries where you have cover as long as the your vehicle is being transported by a recognised air, sea or motor-rail route of not more than 65 hours in duration. We will also pay for:

- Customs duty which you may have to pay after temporarily importing your vehicle into any of the countries for which cover is provided; And/Or
- The reasonable cost of delivering your vehicle to your home address in the United Kingdom following repairs required due to accident or loss. Provided that:
- The total number of days outside the United Kingdom does not exceed 60 days in any one period of insurance;

Your main permanent home is in the United Kingdom.

**Travel outside of the Territorial Limits** Subject to our approval and the payment of a required additional premium we may cover you for the cover detailed in your schedule to travel to countries not within the defined territorial limits. A Green Card or Travel document will be issued and this will be evidence of the cover. This cover must be agreed at least seven working days prior to the start date of your travel. We will also pay for:

- Customs duty which you may have to pay after temporarily importing your vehicle into any of the countries for which cover is provided; And/Or
- The reasonable cost of delivering your vehicle to your home address in the United Kingdom following repairs required due to accident or loss. **NOTE: An international Motor Insurance Card (Green Card) is not necessary under European law, within the territorial limits shown, but is still available on request. We may charge for administration to issue this document** REFER TO SECTION ENTITLED 'DRIVING ABROAD' FOR MORE INFORMATION.



**1. General.** The cover provided by this insurance only applies if

- the information provided on the proposal form or statement of fact and declaration is correct and complete to the best of your knowledge and belief. The premium charged is based on the information you gave us when your cover started and when renewed.
- You have paid or agreed to pay the premium.
- Anybody claiming under this policy has adhered to all of the conditions in this document and endorsements on the schedule.

**2. If you have a claim.**

a) You must report any incident to us immediately. b) You must send any communication about a claim (including a writ or summons) immediately to us unanswered and also advise if you know of any future prosecution, coroner's inquest or fatal accident enquiry involving any person covered by this insurance. c) Any theft or vandalism or other malicious damage must be reported to the Police. d) You must not admit liability for or negotiate to settle any claim without our written permission. We may take over, defend or settle the claim, or take up any claim in your name for our own benefit. You must give us all the information and help we need. e) We shall have full discretion in the conduct of any proceedings or the settlement of any claim. f) Where required, we may request the return of the certificate of motor insurance, or any other supporting documentation. g) Should we deal with a claim involving the actual or constructive total loss of your vehicle then any outstanding premium may be deducted from the agreed settlement value.

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

**4. Your vehicle.** You must take all reasonable steps to protect your vehicle and its contents from loss or damage, and your vehicle must be maintained, and kept in an efficient and a roadworthy condition. We

must be allowed to examine your vehicle if we deem this necessary.

## 5. Cancellation

a) 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 proportionate premium for the period we have been insuring you plus a £20 administration charge. Your insurance intermediary may also charge administration fees sufficient to cover their costs. You may notify us or your intermediary, via email, of your intention to cancel the policy, acknowledging that the certificate of motor insurance has ceased to have effect from the appropriate time and date. This is subject to no claims being reported.

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b) After 14 days: You can cancel this insurance at any time by contacting us or your insurance intermediary of your intention to cancel the policy, acknowledging that the certificate of motor insurance has ceased to have effect from the appropriate time and date. Subject to no claims having been made (or likely to be made) in the current period of insurance, we will charge a premium in accordance with our cancellation scale shown below plus a £20 administration charge. Your insurance intermediary may also charge a fee sufficient to cover their costs. The cancellation will take effect from the date requested and the MID updated.

Note that If a claim has been made (or is likely to be made) on your policy then you must pay us the full annual premium if the policy is cancelled.

c) Our cancellation rights: We or your insurance intermediary may cancel this insurance by giving you 7 days' notice in writing to your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). Subject to no claims having been made (or likely to be made), we will refund a proportionate part of the premium. d) Premium defaults: If you pay your premium by instalments and there is a default in payments, we or your insurance intermediary may cancel this insurance by sending you 7 days' notice of cancellation in writing as detailed within (5c) above. No refund of premium will be allowed for the unexpired portion of the insurance. Your insurance intermediary may also charge a fee.

**6. Administration Charge.** A fee of £20 is charged by us for any detail change. Your insurance intermediary may also charge an administration fee.

**7. Car Sharing.** This insurance will cover you when you are being paid for carrying passengers for social or similar purposes provided that:

- The number of people carried does not exceed the seating capacity of your vehicle (including the driver);
- You are not carrying passengers as a part of a business of carrying passengers; The total of the payments you receive for the journey does not involve any element of profit.

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

**9. Changes to your policy cover or details.** You must advise us (or your insurance intermediary if applicable) immediately if any of your details change, including but not limited to: change of vehicle, address, use, drivers, annual mileage, occupations, vehicle modifications, medical conditions, motoring offences or fixed penalties, non-motoring offences.

When a change is advised to us, we review your cover, therefore your premium may be altered. Also, depending on the change, you are not insured until a covernote or revised certificate of motor insurance has been issued.

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

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The General Exclusions apply to the whole of this insurance policy, and apply in addition to “What is not covered” within each policy section. Your insurance does NOT cover the following:

**1. Use of Your Vehicle** Any accident, injury, loss, damage or liability arising while your vehicle covered by this insurance is:

- being used for a purpose for which your vehicle is not insured, used for purposes not mentioned on or is excluded by the certificate of motor insurance;
- being driven by or in the charge of any person who is not noted on the certificate of motor insurance as a person entitled to drive or is excluded by endorsement. The exclusion does not apply if your vehicle is in the custody or control of a member of the motor trade for maintenance or repair;
- a motor vehicle being driven by or in the charge of any person (including you) who you know is a provisional licence holder and who is not accompanied by a person aged 21 or over and has held a full UK or EU driving licence for at least 3 years;

- being driven outside of the limitations of the drivers licence, or driven by someone who does not have a valid driving licence or is breaking the conditions of their licence;
- being driven by any person (including you) who you know is disqualified from driving or has never held a licence to drive the motor vehicle, or is prevented from having a licence (unless they do not need a licence as required by law);
- being driven in an unsafe, unroadworthy or damaged condition or where your vehicle does not have a valid Department of Transport test certificate (MOT) if one is required by law;
- being driven with a load or number of passengers which is unsafe or greater than the manufacturers specifications;
- carrying an unsafe or insecure load or is towing a trailer which is carrying an unsafe or insecure load.
- being used for any purpose in connection with the Motor Trade;
- being used for hire and reward purposes;
- being driven whilst declared SORN (Statutory Off Road Notification).

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

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

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

**5. Travel outside the Territorial Limits.** Any loss, damage or liability that occurs outside the territorial limits unless you have paid an additional premium to extend your cover under Section 10 Foreign Use.

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

**7. Confiscation of your vehicle.** Any loss or damage resulting from empowerment, or confiscation of your vehicle by Customs and Excise, Police or any other Government authority. Also, we will not cover securing the release of a motor vehicle, other than your vehicle, which has been seized by, or on behalf of any government or public authority.

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

**9. Earthquake, Radioactivity, Pressure waves, Dangerous Goods or Riot**

Direct or indirect loss, damage to liability caused by or arising from:

- earthquake;
  - ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous property of any nuclear assembly or nuclear part of that assembly;
- pressure waves caused by aircraft and other flying objects;
  - carrying any dangerous substances or goods for which you need a police licence (except where we need to provide cover to meet the minimum insurance required by the relevant law). riot or civil commotion occurring in Northern Ireland or outside of the United Kingdom (except where we need to provide cover to meet the minimum insurance required by the relevant law).

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

**11. People involved in this contract.** This contract is between you and us. Nobody else has any rights they can enforce under this contract except those rights they have under road traffic law. The Contracts (Rights of Third Parties) Act 1999 does not allow any additional rights under this policy in favour of any third party.

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

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

The benefits provided by this policy are underwritten by Mulsanne Insurance Company Limited. Mulsanne Insurance Company Limited is a private company limited by shares incorporated in Gibraltar and registered with the Registrar of Companies under company number 101673 with its registered office at PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar and licensed by the Gibraltar Financial Services Commission to carry on insurance business under the Financial Services (Insurance Companies) Act 1987.

P Cole For Mulsanne Insurance Company  
Limited

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

Wagonex Limited- Appointed Representative of Complete Cover Group Registered in England and Wales: Company No: 10312289. Registered Address: Tramshed Tech, Pendyris Street, Cardiff CF11 6BH. Authorised and regulated by the Financial Conduct Authority under register numbers 789510 & 815256

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

[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 (Wagonex Limited) 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:

u) Providing quotes; v) 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;

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- 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@mulspanneinsurance.com](mailto:info@mulspanneinsurance.com) or [help@wagpnex.com](mailto:help@wagpnex.com) or by phone on 0344 573 1241 or 020 3002 0976 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, agents, or other insurers, reinsurers, parties involved in handling a claim, fraud prevention agencies and 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)

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**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](mailto: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](mailto: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/>.

Wagonex Limited and Mulsanne Insurance Company 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 Operations

Manager, c/o Complete Cover Group Limited, Elmbrook House, 18-19 Station Road, Sunbury on Thames, Surrey, TW16 6SU, quoting your policy number or claim number and give us full details of your complaint.

Alternatively you may e-mail your complaint to either of the following:

Wagonex Limited: [insurance@wagonex.com](mailto:insurance@wagonex.com) or contact the office on 020 3002 0976

Mulsanne Insurance Company Limited: [info@mulsanneinsurance.com](mailto:info@mulsanneinsurance.com) or contact the office on 0344 573 1241.

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

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

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

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All insurance documentation should be taken with you, including your certificate of motor insurance, your schedule, and your motor Insurance policy. The statement is repeated below in the following languages: French, German, Italian and Spanish.

The certificate of motor insurance, and motor insurance policy to which it relates applies in respect of incident occurring in member countries of the European Union. Cover also applies in other countries which have satisfied the requirements of the Commission of European Union as follows: Andorra, Croatia, Iceland, Norway and Switzerland. The certificate of motor insurance and the motor insurance policy to which it relates applies to any trailer whilst being towed by the motor vehicle shown on the certificate of motor insurance.

Le Certificate et la police d'assurance qui s'y rattache s'appliquent au regard d'incidents ayant lieu dans

les pays membres Union Européenne. La couverture s'acquiert également dans d'autres pays qui ont rempli les conditions de la Commission de la Union Européenne, c'est-à-dire: Andorre, Croatie, la Islande, la Norvège, et la Suisse. Les Certificat et la police d'assurance qui s'y rattache s'appliquent à toute remorque étant tractée par le véhicule dont il est fait mention dans le Certificat.

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

Il certificate e la polizza di assicurazione a cui fa riferimento si applicano per gli incidenti che occorrono nei paesi della Unione Europea. L'assicurazione si applica anche per gli altri paesi che hanno soddisfatto le esigenze delle Commissione della Unione Europea, cioè: L'Andorram Croazia, Islanda, Norvegia, e Svizzera. Il certificate e el polizza di assicurazione a cui si riferisce, si applicano a qualsiasi rimorchio che venga trainato dal veicolo indicato sul certificate.

Il certificate e la polizza di assicurazione a cui fa riferimento si applicano per gli incidenti che occorrono nei paesi della Unione Europea. L'assicurazione si applica anche per gli altri paesi che hanno soddisfatto le esigenze delle Commissione della Unione Europea, cioè: L'Andorram Croazia, Islanda, Norvegia, e Svizzera. Il certificate e el polizza di assicurazione a cui si riferisce, si applicano a qualsiasi rimorchio che venga trainato dal veicolo indicato sul certificate.