

# Motorpoint - Mechanical Breakdown Insurance

## Including MOT and Key

### UNDERSTANDING YOUR POLICY

Please read this document carefully and make sure You understand and fully comply with its terms and conditions. Failure to do so may jeopardize the payment of any claim which might arise and could lead to the Policy becoming void. Please ensure You keep it in a safe place so You can read it again if You need to.

#### The Policy

We will provide the insurance as stated in the Policy. The Proposal / Policy Schedule, which includes the signed declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the Policy. The Policy contains details of the insurance cover You have bought, what is excluded from the cover and the conditions of this insurance. The Policy consists of Mechanical Breakdown Insurance, MOT Insurance and Key Insurance. Please refer to each section in the Terms and Conditions.

#### Contract of Insurance

The Policy is evidence of a Contract of Insurance. The Policy will only become effective when We have received payment in full and received and accepted the Proposal / Policy Schedule.

#### The Proposal / Policy Schedule

The proposal form and any other information provided by the Insured or on his/her behalf. In consideration of the Insured having completed a proposal form and the required premium paid to the Administrator (please note this Policy is not valid until such premiums have been received), the Insurers agree to indemnify the Insured up to the maximum liability detailed herein, subject always to the definitions, conditions, exclusions and periods contained herein.

#### Legal Rights

This insurance is in addition to Your legal rights and is not to be substituted for the supplier's liability if the Vehicle is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

### DEFINITIONS

The words below have a specific meaning. For ease of reference these definitions have been placed in alphabetical order.

**Administrator / AutoProtect** means AutoProtect (MBI) Limited, Warwick House, Roydon Road, Harlow, Essex CM19 5DY. Telephone 01279 456 500.

**Contract of Insurance / Policy** means the Mechanical Breakdown Insurance Policy underwritten between You (the Insured) and Acasta European Insurance Company Ltd.

**Geographical Limits** means the areas in which the Policy is effective and are Great Britain, Northern Ireland and Channel Islands plus any additional area detailed under Extra Benefits.

**Indemnity Limit** means the amount shown in the Proposal / Policy Schedule subject to the lower limits as stated in these terms and conditions, inclusive of VAT, up to the purchase price of the Vehicle.

**Insured / You / Your** means the registered owner of the Vehicle forming the subject matter of the Policy.

**Insurer / We / Us / Our** means Acasta European Insurance Company Ltd, Registered office 5/5 Crutchetts Ramp, Gibraltar and is authorised and regulated by the Financial Conduct Authority register number 456936.

**Mechanical Breakdown** means the failure of a mechanical or electrical component, causing a sudden stoppage of its function, for a reason other than deterioration or negligence. Damage caused by the effect of overheating or abuse is not regarded as a Mechanical Breakdown under the terms of the Policy.

**Period of Insurance** means the period as shown on the schedule, from the start date to the end date of the policy.

**Proposal/Policy Schedule** means any signed proposal and declaration together with any additional information You may have supplied to Us in support of Your application for insurance.

**Vehicle** means the vehicle as specified on the Proposal/Policy Schedule.

### Mechanical Breakdown Insurance

#### PARTS COVERED

Please see your Proposal Form for details of the maximum amounts that may be paid for each and any claim. These may be subject to lower limits as stated on these pages. All limits include VAT. There is no restriction to the number of claims you can make. This policy covers all mechanical and electrical parts (including labour to fit them), of the insured vehicle against mechanical breakdown as defined below.

#### Oil seals

Crankshaft front seal, camshaft oil seal, auxiliary shaft oil seal, gearbox rear seal, drive shaft(s) seals and differential pinion seal and where an engine or gearbox repair requires oil seals or gaskets.

#### Casings

If any of the covered parts fail and this damages the casings, they will also be covered.

#### Working materials

Oils, oil filter and anti-freeze are covered only if it is essential to replace them because of the failure of a part which is covered under this Policy.

#### Air Conditioning System

In the event of a valid claim, maximum contribution to system re-gas is £45.00 inc VAT.

#### Excluding:

Cracked or porous cylinder heads and blocks, burnt valves and any skimming/pressure testing. Body, paint, glass, interior/exterior trim, key fobs and key cards, in-car entertainment/ communication systems and connected equipment including satellite navigation, catalytic converters and diesel particulate filters, wheels, airbag and system, electrical wiring, wiring looms, hoses, pipes, cables, brake seizure and corrosion.

Service items and other components subject to routine maintenance or periodic repair or replacement such as plugs, HT leads, brake frictional material, clutch facings, wiper blades/rubbers, auxiliary belts, light bulbs/units, tyres, batteries, exhaust systems [this is not a complete list].

The proposal form is part of the contract between you and Acasta European Insurance Company Ltd, for the Mechanical Breakdown Insurance policy. Your policy covers the vehicle shown on the Proposal Form.

AutoProtect (MBI) Limited has been appointed by Acasta European Insurance Company Ltd, as administrator to distribute this Policy of insurance. AutoProtect (MBI) Limited has been appointed to deal with all administrative matters relating to claims handling, including payment of claims, arising under this policy.

### WHAT IS NOT COVERED

- 1) We will not accept liability for any claim which is reported to AutoProtect more than 14 days after the relevant fault is discovered.
- 2) We will not accept liability for any claim where the repair has not commenced within 14 days of the relevant fault being reported to AutoProtect.
- 3) The Policy does not apply to:
  - vehicles used for hire or reward [for example, taxis, self-drive hire or driving schools];
  - vehicles used for any kind of timed competition or race; or

- non-standard, customised or modified vehicles.
- 4) We will not accept liability for damage caused by:
    - neglect;
    - corrosion;
    - any foreign matter getting into or onto a part;
    - lack of servicing;
    - the effects of over-heating, whether caused by an insured part or not;
    - freezing;
    - abuse;
    - damage to parts not covered by this Policy or consequential damage; or
    - damage to parts We cover caused by parts not covered by the Policy.
  - 5) We will not accept liability for:
    - the effects of poor repairs, faults or defects at the time of the sale;
    - parts which have been fitted incorrectly;
    - parts which are of faulty manufacture or design; or
    - parts not fitted as standard or optional extra by the manufacturer, unless cover for such items is agreed beforehand.
  - 6) The Policy excludes any damage caused by fire, accident or any road hazard whether or not insured under any motor insurance or accidental damage policy. It does not provide cover for other people or physical injury.
  - 7) We will not accept liability for damage caused by war risks, sonic booms or nuclear radiation.

### GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of the Policy. If You do not comply with them We may at Our option cancel the Policy or refuse to deal with Your claim or reduce the amount of any claim payment.

- 1) **Duty of Care**  
You must not continue to drive the Vehicle after any damage or incident if this could cause further damage to the Vehicle.
- 2) **Fraud**  
You must not act in a fraudulent manner. If You, or anyone acting for You, make a claim under the Policy knowing the claim to be false, or fraudulently exaggerated in any respect; or make a statement in support of a claim, knowing the statement to be false in any respect; or submit a document in support of a claim, knowing the document to be forged or false in any respect; or make a claim in respect of any loss or damage caused by Your wilful act, or with Your connivance, then:
  - We shall not pay the claim;
  - We shall not pay any other claim which has been made or will be made under the Policy;
  - We may at Our option declare the Policy void;
  - We shall be entitled to recover from You the amount of any claim already paid under the Policy;
  - We shall not make any return of premium; and
  - We may inform the police of the circumstances.

### Cancellation

You may cancel the Policy within 30 days of the sold date without financial penalty provided no claim has been submitted. Thereafter both parties must give 30 days' notice of cancellation. The Policy has no surrender value and no premium paid will be refunded after 30 days of the sold date.

#### 4) Servicing

The Vehicle must be serviced in accordance with the manufacturer's recommended service schedule by a VAT registered garage.

If You have details of when the last service was carried out, You may service the Vehicle at the recommended interval from that service. Please retain proof of the previous service for Our inspection in the event of a claim. If no details are available to confirm that the Vehicle is within the manufacturer's recommended service limits then the first full manufacturer's service must be carried out at the latest within six months or 6,000 miles [whichever is the sooner] from the date/mileage at date of purchase of the Policy but preferably at the first available opportunity. The intervals between services must not exceed the manufacturer's stipulated maximum excess time or mileage allowances.

The only acceptable proof of servicing will be the fully detailed VAT service invoice[s] indicating servicing dates and mileages. You must keep these invoices for Our inspection in the event of a claim.

Failure to maintain and provide proof that the above service schedule has been completed will invalidate the Policy.

#### 5) Notification of Changes

If any of the following changes occur you must notify us immediately.

- Change of address
- The use of vehicle e.g. being used for Private hire
- Any modifications to your vehicle
- The vehicle is used for more than 60 days abroad in any one year.

Failure to notify us of changes may invalidate your cover under the policy.

We will then advise You of any changes in terms.

#### 6) The Law Applicable to the Policy

The Policy will be governed by the laws of England and Wales.

#### 7) Transfer of Ownership

If You want to sell the Vehicle You will be able to transfer the Policy to the new owner. You must apply to AutoProtect to transfer the Policy before You sell the Vehicle. There is a fee of £25 which You must enclose with Your application. The Policy cannot be transferred if the Vehicle is sold to a dealer or trader and the Policy will be automatically cancelled on such a sale.

The unexpired portion of the Policy is transferable upon resale of the Vehicle to a private individual, provided that:

- All documentation relevant to the Policy has been passed over to the new owner; and
- The Vehicle has been serviced and maintained according to the Policy.

The fee will be returned if Your application cannot be accepted.

8) Before selling You the Vehicle, the dealer must check the Vehicle to make sure that the parts covered under the Policy are in good condition.

9) We may declare void any Policy where the Proposal / Policy Schedule does not correctly show the exact Vehicle type, model, age and mileage. If You give incorrect information on the Proposal / Policy Schedule, the Policy may be void or, at AutoProtect's option, allowed to continue subject to the payment and receipt of any additional premium that may be required to reflect the correct information.

10) The mileage quoted on the Proposal / Policy Schedule does not guarantee that this is the true distance the Vehicle has covered.

11) We will not pay more than the limits shown on the Proposal / Policy Schedule or as otherwise restricted in these terms and conditions.

12) The Policy will only be valid if the Proposal / Policy Schedule has been received by AutoProtect and the premium has been paid and received in accordance with these terms and conditions. AutoProtect has the right to refuse an application for cover.

13) The dealer who sold You the car acts as AutoProtect agent only for the purpose of supplying the Policy. The dealer is not an AutoProtect agent for the purpose of receiving premiums. AutoProtect is not responsible for any mistakes or incorrect information provided by the dealer about the nature or value of the Policy.

14) Your rights as set out in the Policy are in addition to Your legal rights.

15) You cannot change these terms and conditions unless You have Our written agreement. We may appoint any person to handle claims, including payment thereof. We reserve the right to change at any time any of the parties providing administration or claims handling or related services under the Policy.

16) At the time of cover the Vehicle must be taxed and legal for use on the public highway.

#### CLAIMS CONDITIONS

17) AutoProtect cannot agree to any claim without providing a claims authority number. The repairer must not start any repairs without this number. Please quote Your claims authority number each time You contact AutoProtect about Your claim and make sure the repairer includes this number on their invoice.

18) If when making a claim You do not follow the correct procedure, We will not be able to pay Your claim in this instance.

19) No liability shall exist in respect of parts supplied, repairs carried out or any other claim under the Policy other than claims made in accordance with the procedures set out in these terms and conditions and for which specific authorisation is given by AutoProtect.

20) We reserve the right to provide replacement parts and to carry out repairs under the Policy or to arrange for their provision by other persons.

21) AutoProtect may insist that Your repairer uses exchanged or reconditioned parts to affect a repair.

22) If the part to be replaced improves the general condition or value of the Vehicle, You may be required to pay an amount towards the improvement.

23) The amount of time allowed for labour will be in line with the manufacturer's / Glass's Guide standard repair times. The cost of diagnosis or testing is not included.

24) The Insurer and the Administrator reserve the right to examine the Vehicle, to subject it to expert independent assessment and to name the repairer to be used. AutoProtect will use the results of any expert independent assessment to determine the amount to be paid in respect of a claim. This will be subject to the claimable limits and the terms and conditions of the Policy.

#### MAKING A CLAIM

If the vehicle shows signs that there could be a mechanical breakdown, do not continue to use it as this may cause further damage which you will be responsible for.

a. Once the vehicle is at your chosen repairer, get them to diagnose the fault.

b. You may need to give your permission to pay for and carry out any fault finding, diagnosis or dismantling necessary, and agree to pay for any costs outside of the authorised amount.

c. You may be asked to give the following information prior to carrying out any repair.

- Your vehicle's registration
- Your postcode
- Your surname
- The current mileage of your vehicle
- The nature of your claim
- Copies of any servicing you may have had

d. If a person other than the selling dealer is to repair or replace any part included under this insurance, they must first contact AutoProtect (MBI) Limited to get approval for the work and to agree the costs AutoProtect (MBI) Limited will pay. Your dealer or repairer must obtain approval for the work via iClaim to agree the claim and costs. Ask that they log on to our web-based iClaim system: <https://icclaimuk.autoprotect.net>

e. Information and advice on how the repairer can create a login and use icclaim can be found at: [www.claimingiseasy.co.uk](http://www.claimingiseasy.co.uk)

f. If you choose to use your own repairer, AutoProtect (MBI) Limited will only pay them up to the equivalent AutoProtect (MBI) Limited national labour rate.

g. Work carried out without prior approval will result in the claim being rejected.

h. You agree to pay for any costs outside of the amount authorised by AutoProtect (MBI) Limited

i. Before AutoProtect (MBI) Limited approve the repair they may ask for other estimates, to examine the vehicle, ask an expert to assess the claim, or specify the repairer you must use.

j. When the repairs have been completed, the repairer can create their invoice via iClaim. The invoice must give full details of the repair, including all replacement parts, labour costs and VAT. The invoice must be made out to AutoProtect (MBI) Limited AutoProtect (MBI) Limited may also need to see your original service invoices.

k. AutoProtect (MBI) Limited will settle the repairer's invoice directly with them.

#### EXTRA BENEFITS

The extra benefits listed below will be provided subject to the limits specified in the Proposal / Policy Schedule if any of the parts covered under the Policy fail and You are stranded with the Vehicle.

##### Vehicle replacement

AutoProtect will pay up to £30 a day [including VAT], for up to seven days, towards the cost of a replacement vehicle. You can only have a replacement vehicle if the Vehicle is being repaired under the Policy and prior authority has been given by AutoProtect's claims department.

#### Exclusions

1. We will not provide a replacement vehicle for the first 24 hours that You are without the Vehicle or during any delay the repairer may have waiting for parts or commencing repairs.
2. We will not cover the costs of or fuel or insurance for the replacement vehicle.
3. We will not cover any motoring fines and congestion charges that you may incur.

##### Overnight accommodation and rail fares

AutoProtect will pay up to £60 towards hotel expenses or a return rail ticket if the Vehicle suffers a valid Mechanical Breakdown and You are unable to return home. We will require you to provide proof of the expenditure. You cannot claim for the cost of meals and drinks.

You can only qualify for overnight accommodation and rail fares if the Vehicle is being repaired under the Policy and

prior authority has been given by AutoProtect's claims department.

### Driving abroad

The Policy is valid for up to an aggregate of 60 days per annum for driving in the Republic of Ireland and mainland Europe. AutoProtect will not pay more than the equivalent UK cost for parts and labour.

**N.B.** These benefits will not be provided if the failure is not covered by the Policy. Payments will be limited to those levels outlined in the Policy.

## Key Insurance

### WHAT IS COVERED

- 24 hours, 365 days a year nationwide coverage.
- Keys lost or stolen abroad.
- Three days Vehicle hire [up to £30 including VAT per day] when stranded by the theft or loss of your Vehicle's keys.
- £25 towards any call-out charge when your keys are locked in your vehicle or broken in the lock of your vehicle.
- £10 reward paid directly to the finder.
- Up to £500 for any vehicle key lost or stolen and vehicle lock replacement, for the duration of the policy.

### HOW DO YOU OBTAIN YOUR KEY FOB?

At the time of delivery of your vehicle you will obtain your key fob from the dealership where you purchased your vehicle from / or / allow 28 days for your key fob to be sent to the address on the Proposal Form, if you do not receive it at delivery of your vehicle. The period of insurance in this case for Key Protection will be extended by 28 days from the purchase date on the Proposal Form to allow for the key fob to be delivered.

### GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of your policy. If you do not comply with them we may at our option: cancel the policy; refuse to deal with your claim or reduce the amount of any claim payment.

- 1) All lost and stolen keys must be reported to Key Protection within 48 hours of discovery of their loss or theft
- 2) Lost and stolen keys must be reported within 48 hours of discovery of their loss or theft to the Police, with the crime reference number retained.
- 3) The total claims in the period of insurance including Vehicle hire not to exceed the limit in the policy schedule.
- 4) To claim for key and lock replacement five days must be allowed after registering the loss of your keys with AutoProtect. If the keys are not found in this period a claim can be made up to £500 including Vehicle hire. If keys are found within the five days no claim can be made for key or lock replacement. In the situation of keys being stolen then immediate authorisation for lock and key replacement will be given. The claim will be paid on receipt of a Police report sheet and appropriate bills, up to the maximum limits.
- 5) Vehicle hire authorisation must be obtained from AutoProtect prior to use, with three days being the maximum at up to £30 including VAT per day. Vehicle hire will be authorised immediately as a result of lost or stolen keys when you are stranded and have no access to your Vehicle. If authorisation is not obtained prior to the Vehicle hire then the claim cannot be paid.

- 6) All receipts for Vehicle hire, key and lock replacement and call-outs must be forwarded to AutoProtect.
- 7) If keys are not lost or stolen then no claim will apply.
- 8) The policy only covers the registered Policy holder's keys which are attached to the key fob

### CLAIMS PROCEDURE

All lost and stolen keys must be reported to AutoProtect and the Police within 48 hours of the discovery of their loss or theft and any crime reference numbers retained.

Check the circumstances are covered by the Policy, then telephone AutoProtect immediately stating the Policy Number if possible, on:

**01279 456 501**

AutoProtect will help arrange assistance from a qualified local locksmith and help You find alternative transport if required.

Vehicle hire authorisation must be obtained from AutoProtect prior to use.

Where lost or stolen keys are reported found, AutoProtect will contact the owner to arrange collection and will pay the finder £10 reward direct with no contribution from you. You pay for the services and then send all appropriate bills including the Police report if required to AutoProtect claims department.

When the vehicle is left unattended, all security devices and immobilisers must be activated, doors locked and keys removed from the vehicle.

### GENERAL EXCLUSIONS

- 1) Claims will not be accepted for any losses that will be met under the terms and conditions of any Motor Insurance Policy.
- 2) Claims will not be accepted in respect of any acts of vandalism or malicious damage, or attempted theft.
- 3) Any claim for replacing locks when only parts need changing will not be covered.
- 4) Claims will not be accepted for damage to locks by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually will not be covered.

## MOT Insurance

### DEFINITIONS

**Claims Office** means the office which deals with claims matters arising from this policy and the address and telephone number are detailed in the policy schedule.

**Failure, Fails and Failed** means only those Insured Components listed on the VT30 MOT test certificate as having failed and requiring immediate repair or replacement before passing an MOT re-test.

**Geographical Limits** means the area in which this policy is effective and are Great Britain, Northern Ireland and Channel Islands.

**Insured Component** means those parts listed in the Insured Component table. Any part not mentioned is specifically excluded.

**Introducer** means the party, person or company who has arranged this insurance on Your behalf.

**Repair Cost** means the reasonable cost of repair materials, limited by manufacturers retail price, and the reasonable labour cost of repairing the Failed Insured Component, limited by the Institute Of Consulting Motor Engineers (I.C.M.E.) published times.

**Replacement Cost** means the reasonable cost of a like for like part of similar make, quality, wear and condition, limited by manufacturers retail price, the reasonable labour cost of fitting, Institute Of Consulting Motor Engineers (I.C.M.E.) published times.

**Servicing Handbook** means the handbook which was issued with the Vehicle when new by the manufacturer and which details the servicing and maintenance requirements for the Vehicle.

**Sum Insured** as stated in the policy schedule, is the maximum amount that can be claimed during the Period of Insurance.

### WHAT IS COVERED

You are Indemnified for the reasonable costs of repair or replacement of Insured Components that have Failed an MOT test, during the Period of Insurance, whilst Your Vehicle is within the Geographical Limits, up to a maximum of £750 including VAT, conditions and exclusions set out in this policy. (Please consult the table of Insured Components overleaf).

### WHAT IS NOT INSURED?

More than one claim in any one Period of Insurance.

Any claim made more than 30 days before or after the MOT test due date notified in the policy schedule.

The cost of the MOT test or the cost of any re-test and labour or parts necessitated by failing a re-test.

Circumstances where the fault causing need for repair was evident prior to the expiry of the manufacturer's warranty period, where the Insured Component is subject to a manufacturer's recall campaign, inherent manufacturers' design fault or the problem was in existence prior to the sale of the MOT Test Insurance policy.

Vehicles which are:

- a) modified from the manufacturers' specification, or include any experimental equipment whether or not supplied by the manufacturer.
- b) owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a lease company or business formed for the purposes of selling or servicing motor vehicles.
- c) used at any time for commerce, commercial driving or tuition, hire or reward, or in any sort of rally, speed testing, racing or any kind of competition or trial other than 'Treasure Hunts'.

Work necessitated in order to pass an MOT test; caused by:

- d) corrosion
- e) fire
- f) frost
- g) impact or accident, including road traffic accident
- h) any repairs, loss, damage or liability which is claimable under any other existing insurance, warranty or guarantee
- i) misuse or any kind of act or omission which is wilful, unlawful or negligent.

VAT where You are VAT registered.

Any costs incurred in excess or outside the liability under this insurance including any form of consequential loss, depreciation or diminution of any nature and faults in workmanship or materials, or any consequential loss in repairs paid for by Us on Your behalf. It is Your responsibility to meet any dealer charges in excess of, or rejected as not being Our liability.

Service items, including but not limited to leads, spark plugs, belts, wiper blades, batteries, antifreeze, fluids, grease, fuel or oils.



## GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of Your policy. If You do not comply with them We may at Our option: cancel the policy; refuse to deal with Your claim or reduce the amount of any claim payment:

- 5) Valid MOT certificate: If required by the Department of Transport Your vehicle must have a valid MOT certificate, prior to and at all times during the Period of Insurance. Vehicles under 3 years old are exempt. The next MOT test date must not be any earlier than six (6) months after the purchase date of this policy.

**Duty of Care:** Your Vehicle must be serviced at a garage in accordance with the manufacturer's recommendations detailed in the Vehicle's Servicing Handbook, or within a tolerance of 30 days or 1,000 miles whichever occurs first, of the stipulated service interval. It is Your responsibility to establish Your Vehicle manufacturer's servicing schedules and to comply with them by both time and mileage whichever is the sooner.

**Choice:** You may take Your Vehicle to the Department of Transport approved MOT test station of Your choice.

Should Your Vehicle Fail it's MOT, Your repairs can be carried out at Your choice of repairers.

**Eligibility for cover:** You can apply for cover under this policy if at inception:

- a) Your Vehicle is under 7 years old
- b) Your Vehicle has covered less than 80,000 miles
- c) Your Vehicle has a valid MOT certificate or is exempt i.e. vehicles under 3 years old are not required to hold MOT certificates.

**Duty of Disclosure:** The policy has been issued based upon information, which You have given to Us about Yourself and Your Vehicle. You have a duty to tell Us immediately of any changes to this information in particular any of the following: change of address, sale of the Vehicle or use of the Vehicle e.g. being used for private hire, failure to do so may invalidate Your cover under this policy. We will then advise You of any changes in terms.

## CLAIMS CONDITIONS

You must comply with the following instructions to have the full protection of Your policy. If You do not comply with them, We may at Our option cancel the policy, refuse to deal with Your claim, or reduce the amount of the claims payment.

- Repair or Replacement Authorisation

Should You give permission to the repairer to commence repairs, without an authorisation number being obtained from the Administrator, You do so in the full knowledge that We reserve the right not to meet Your claim because You have denied Us Our right under this policy to inspect Your Vehicle prior to its repair. We reserve the right to specify the use of guaranteed, reconditioned exchange units or quality factor parts.

- Salvage

We accept no liability for the responsible disposal of Your Vehicle or salvage under any circumstances.

- Contribution & Indemnity

This policy is one of Indemnity. In certain circumstances replacement parts are fitted to replace items which have Failed. If this results in Your Vehicle being in a better condition than it was before the Failure, You may be required to pay a contribution towards the cost of the repairs. We reserve the right to specify the use of like for like replacement parts with regard to the wear and general

condition of Your Vehicle and those parts before the Failure.

- Use of Engineers

At notification of any claim We reserve the right to instruct an independent engineer to:

- inspect Your Vehicle, before authorising any claim; or
- inspect Your Vehicle and any Insured Components that have Failed the MOT test and have been removed, together with any original documentation, after any repair or replacement has been carried out or authorised.
- When this right is exercised We shall have no liability for any loss to You arising from any possible delay.
- When You collect Your Vehicle

After repair, check that all work has been properly completed. If You are aware the repair is not satisfactory do not sign any satisfaction note and advise the Claims Office as soon as possible.

## HOW TO MAKE A CLAIM

This must be done within thirty (30) days of the Vehicle being issued with a VT30 MOT failure document.

Please help the Claims Office by reporting Your claim according to the following procedure:

Firstly check the "What is Insured" and "What is not Insured" sections of this insurance to confirm cover. If You wish to make a claim, then You must follow the procedure below.

- Contact the Claims Office

The telephone number is 01279 456 500

For Claims Authorisation

We will require:

- Your Policy number
- The exact mileage of Your Vehicle
- Itemised repair cost estimate
- Confirmation that Your VT30 is available

If the claim is covered by the policy, verbal authorisation will be given to carry out the repair. A Claims Authority Number will be issued with an Authorised Repair Cost which is the most We will pay for the repair, subject to Your Excess and Sum Insured.

- Payment

If We are paying the repairer direct they must send the

Claims Office:

- an itemised repair invoice stating the Claim Authority Number,
- a copy of the VT30 test certificate,
- a copy of the previous valid MOT certificate
- proof of service history.

They will be reimbursed up to the Authorised Repair Cost. You must pay the repairer the Excess under this Policy.

If You have paid the repairer, We will reimburse You up to the authorised Repair Cost, subject to the Excess, if You send the Claims Office:

- an itemised repair invoice stating the Claim Authority Number,
- a copy of the VT30 test certificate,
- a copy of the previous valid MOT certificate
- proof of service history.

## MOT PARTS COVERED

Within the MOT Test definitions we include the following Components.

Any parts not mentioned are specifically excluded.

<i>Lighting Equipment Included</i>	<i>Extras</i>	<i>Specific Exclusions</i>
Front and rear lamps - electrical circuits	including controls	Glass (including plastics) and mirrors.
Headlamps – electrical circuits	including controls	Glass (including plastics) and mirrors.
Headlamp aim	including controls	Glass (including plastics) and mirrors
Stop lamps - electrical circuit		
Rear reflectors		Glass (including plastics) and mirrors.
Direction indicators & hazard lamps – electrical circuit	including controls	Glass (including plastics) and mir
<i>Steering and suspension Included</i>	<i>Extras</i>	<i>Specific Exclusions</i>
Steering control		Oil leaks and valve failure
Steering mechanism/system		Wheel alignment, Oil leaks and valve failure
Power steering		Oil leaks and valve failure
Transmission drive shafts		Oil leaks and valve failure
Wheel bearings		NONE
Front suspension		Wheel alignment.
Rear suspension		Wheel alignment.
Shock absorbers		Oil leaks and valve failure, and the second shock absorber when replaced as a pair, when only one has failed and been cited on the VT30.
<i>Brakes Included</i>	<i>Extras</i>	<i>Specific Exclusions</i>
ABS warning	system controls including if the ABS warning light fails to operate in correct sequence	NONE
Service brake performance		Frictional material.
Parking brake performance		Frictional material.
<i>Seatbelts Included</i>	<i>Extras</i>	<i>Specific Exclusions</i>
Mountings	including back rest security	Corrosion
Condition		NONE
Operation		NONE
<i>General Included</i>	<i>Extras</i>	<i>Specific Exclusions</i>
Drivers view of the road		Only windscreen wiper arm and motor are included, all other parts are excluded, including but not limited to windscreen, door and mirror glass.
Horn		
Fuel parts		Fuel leakage from tanks or pipes. Catalytic converters, exhaust system & exhaust emissions.

## COMPLAINT PROCEDURE

We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens We want to hear about it so that We can try to put things right. It is important You know that We are committed to providing You with an exceptional level of service and customer care.

### If Your complaint is about the way a Policy was sold to You

If at any time You have any query or complaint regarding the way the Policy was sold, You should contact the Dealer who sold the Policy to You.

### If Your complaint is about a Claim or the Administration of the Policy

If You should have a query or complaint regarding a Claim or the administration of the Policy, You should address Your complaint to: The Managing Director, AutoProtect (MBI) Limited Warwick House, Roydon Road, Harlow, Essex CM19 5DY. Tel. No. 01279 456 500.

We will contact You within five days of receiving Your complaint to inform You of what action We are taking. We will try to resolve the problem and give You an answer within four weeks. If it will take Us longer than four weeks, We will tell You when You can expect an answer. If We have not given You an answer in eight weeks or You have received Your final response from Us and You are still not satisfied, You can contact the Financial Ombudsman Service: Financial Ombudsman Service, Exchange Tower, London, E14 9SR. By telephone on 0800 023 4567 or by Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

This complaints procedure does not affect any legal right You have to take action against Us.

You can check the above details on the Financial Conduct Authority Register by visiting the FCA website: [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

## COMPENSATION SCHEME

Acasta European Insurance Company Ltd, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority of the FSCS. The FSCS can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 0207 741 4100.

## LEGAL AND REGULATORY INFORMATION

**10.1.** Premiums and claims – Your rights  
When handling *premium* payments from *you* that are due to *us*, and when handling any *premium* refund due to *you*, the *administrators* and *your retailer* (if *you* paid the *premium* to *your retailer*) act as *our* authorised agents. This means that when *you* pay a *premium* to the *administrators* or *your retailer* it is deemed to have been received by *us*, and that any *premium* refund paid by the *administrators* or *your retailer* is not deemed to have been paid until *you* have received the payment. Also when the *administrators* handle a claim *you* make on this policy they act as *our* authorised agents. This means that any valid claim *you* make with the *administrators*

which is to be settled by a payment is not deemed to have been settled until *you* have received the payment.

**10.2.** The law & legal proceedings applicable to this insurance unless *you* and *we* agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which *you* live. Any legal proceedings between *you* and *us* in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom in which *you* live.

### Data Protection

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your insurance and associated products.

You are obliged to provide information without which We will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by Our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record Our enquiries, which may be seen by other companies who make their own credit enquiries. If You provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

- Help make decisions on insurance proposals and insurance claims, for You and members of Your household
- Trace debtors, recover debt, prevent fraud, and manage Your insurance policies
- Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, We will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how We have handled Your data, You can contact Us and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

### Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligations to you under this contract. Further information can be obtained from The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0800 678 1100 (freephone) or 020 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Sanctions

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation