



**ABSOLUTE CAR WARRANTY**  
**Policy Wording**

**Sold by:**

GO CAR Protect Ltd  
Reg No: 6936220

**Administered by:**

AutoProtect (MBI) Ltd  
Cambridge House  
Cambridge Road  
Harlow  
CM20 2EQ  
Reg No. 05089293

**Underwritten by:**

Red Sands Insurance Company  
Level 3  
Ocean Village Business Centre  
23 Ocean Village Promenade  
Gibraltar  
Reg No. 87598

**CONTENTS**

Understanding Your Policy	2
Definitions	3
Your Questions Answered	4
<b>Mechanical Breakdown Insurance</b>	
Parts Covered	5-6
Cover for Wear and Tear	7
What Is not Covered	8
General Conditions	9-10
Transfer of Ownership	11
Claims Conditions	12
How To Make a Claim	13
Extra Benefits	14
<b>MOT Test Insurance</b>	
What is Insured	15
General Conditions	16 -17
How to Make a Claim	18
Parts Covered	19
<b>Free MOT and Servicing</b>	21
<b>Complaints Procedure</b>	22

## 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.

### 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 and will appear throughout this document with a capital letter. For ease of reference these definitions have been placed in alphabetical order.

**Administrator / AutoProtect** means AutoProtect (MBI) Limited, Cambridge House, Cambridge Road, Harlow, Essex CM20 2EQ. Telephone 0871 384 1167.

**Contract of Insurance / Policy** means the Mechanical Breakdown Insurance Policy underwritten between You (the Insured) and Red Sands Insurance Company (Europe) Limited (the Insurer).

**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.

**Excess** means the amount of the claim which You must pay.

**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 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 Red Sands Insurance Company (Europe) Limited. Red Sands Insurance Company (Europe) Limited is registered in Gibraltar No. 87598, registered office: Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

**Indemnity and Indemnified** means if We pay to have Component(s) on Your Vehicle replaced or repaired resulting in Your Vehicle being in a better condition than it was before the Failure, You may be required to pay a contribution.

**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.

**Mechanical Breakdown** means the failure of a mechanical or electrical component, causing a sudden stoppage of its function, for a reason other than 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 dates shown on the Proposal / Policy Schedule.

**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.

**Repair Cost** means the reasonable cost of repair materials, limited by manufacturer's 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.

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

## YOUR QUESTIONS ANSWERED

### What should I do if my vehicle breaks down?

If your vehicle breaks down, contact the GO Car Warranty claims line on 0871 384 3506 and GO Car Warranty will give you the address of the nearest approved repairer.

### What if I breakdown and want to use my local repairer?

It is preferred that you use the supplying dealer or an approved repairer from GO Car Warranty, as we have inspected these garages and approve of the standard of workmanship and quality that they produce, which is continuously monitored to ensure that they are providing the best customer service.

However, if you want to use your local repairer, you must make sure that they follow GO Car Warranty's claims procedures and send their invoice with any required supporting documentation, quoting the claims authority number, to: AutoProtect (MBI) Limited, Cambridge House, Cambridge Road, Harlow. CM20 2EQ.

N.B. Please note that your repairer will only be paid up to the equivalent GO Car Warranty national labour rate.

### When is my service due?

The vehicle must be serviced according to the schedule on page 9 by a VAT registered repairer.

### May I transfer my Policy if I sell my car?

Selling your vehicle with the Policy may assist in its sale. Providing you have paid for this policy in full you may request a transfer by calling GO Car Warranty on 0800 612 1302 and supply the details of the person to whom you will be selling your vehicle. The Policy may only be transferred by you and no refund or rebate will be made to you or the Transferee under any circumstances.

There will be a fee of £25 as a contribution towards the costs of transferring the policy. This policy may not be transferred if the vehicle is sold to a motor dealer or trader and will be cancelled automatically on such a sale.

## 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 the following parts against mechanical breakdown as defined below:

#### Engine

The rocker assembly, including hydraulic followers, inlet and exhaust valves [not burnt valves], springs and guides, cylinder head [not cracks and de-coking], cylinder head gasket [except skim], push rods, camshaft and followers, timing gears and chains [excluding tensioner and connected electronic devices], oil pump, pistons and rings, cylinder bores [not cracked or porous bores], con rods, gudgeon pins and bearings, crankshaft and bearings, inlet manifold, flywheel and ring gear. Timing belts are covered as long as they have been changed in line with the manufacturer's schedules. You will need to be able to provide proof of this.

#### Manual gearbox

Internal shafts, gears, synchromesh hubs, selectors, bearings and bushes and transfer gears.

#### Automatic gearbox

Internal shafts, gears, clutches, brake bands, valve block, governor, oil pump, bearings and bushes, servo, drive plate and transfer gears.

#### Torque converter

Failure of any internal mechanical parts.

#### Differential

Internal crown wheel and pinion, gears, shafts, bearings and bushes

#### Clutch

Centre plate, pressure plate, release bearing, oil m contamination [centre plate only] and master and slave cylinders.

#### Front wheel drive

Drive shafts, including constant velocity joints, joints and couplings [not gaiters].

#### Wheel bearings

Front and rear wheel bearings.

#### Propshaft

Universal joints and couplings.

#### Rear wheel drive

Half shafts, rear wheel external drive shafts, including constant velocity joints, universal joints and couplings [not gaiters].

#### Four wheel drive

All four wheel drive components are covered if the extra premium has been paid [see proposal form].

#### Fuel system [diesel and petrol]

Carburettors, automatic choke, lift pump, mechanical or electrical fuel pumps and tank sender unit.

### Fuel injection system

Throttle body, airflow meter, idle control valve, cold start valve, warm up regulator, overrun cut off valve, throttle potentiometer, fuel accumulator, pressure regulator, map sensor [except injectors and heater plugs].

### Engine cooling system

Radiator, oil cooler, heater matrix, water pump, viscous fan coupling, thermostat and thermostat housing.

### Air conditioning [factory fitted]

The air conditioning compressor unit is covered if you have paid the extra premium. [See proposal form.] In the event of a valid claim, system re-gas is covered up to a maximum of £45.00 inc VAT.

### Steering [including power assisted steering]

Steering rack and pinion [not gaiters], steering box, power steering rack and pump, idler box.

### Turbo charger [factory fitted]

The turbo charger unit is covered only if agreed and if the extra premium has been paid. [See proposal form.]

### Front and rear suspension

Hydroelastic displacers and hydropneumatic spheres, coil springs, upper and lower wishbones and ball and swivel joints.

### Brakes

Brake master cylinder, wheel cylinders, restrictor valve, brake calliper seals and servo

### Anti locking brake system [ABS] [factory fitted]

Providing the additional premium has been paid the ABS modulator and sensors will be covered. [See proposal form].

### Electrical system

Starter motor and solenoid, alternator, window and sun roof motors, electric window switches, alarm systems [factory fitted], sunroof switch, centralised locking motors, heater fan motor, indicator flasher relay, distributor, front and rear windscreen wiper and washer motors, thermostatically controlled radiator fan motor, horn and multi function stalk switch.

### Engine management [ECU]

Engine electronic control unit.

### Multimedia pack inclusions [factory fitted]

LCD screens, media control panel, auxiliary power input socket, 12 volt power supply, (excluding remote control unit and headphone). Factory fitted CD player with multi changer, satellite navigation system, games machine and Factory fitted DVD player (excluding discs).

### Casings

If any of the covered parts fail and this damages the casing, it 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.

## COVER FOR WEAR AND TEAR

This Policy will cover Your Vehicle against Breakdown as a result of Wear and Tear (defined as the expected gradual reduction or deterioration in operating performance and/or function of any covered part due to the age and/or mileage and/or usage of the Vehicle).

In certain circumstances this results in Your Vehicle being in a better condition than it was before the Breakdown.

The table below shows the amount we will pay if Your Vehicle has covered more than 60,000 miles since the date of first registration at point of Breakdown.

### Claim Payment Contribution Scale

Up to 60,000 miles	100% parts	100% labour
Up to 70,000 miles	90% parts	100% labour
Up to 80,000 miles	80% parts	100% labour
Up to 90,000 miles	70% parts	100% labour
Up to 100,000 miles	60% parts	100% labour
Over 100,000 miles	50% parts	100% labour

## WHAT IS NOT COVERED

1. No liability will be accepted for any claim which is reported to AutoProtect more than 14 days after the relevant fault is discovered.
2. No liability will be accepted 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:
  - a. vehicles used for hire or reward [for example, taxis, self-drive hire or driving schools];
  - b. vehicles used for any kind of timed competition or race; or
  - c. non-standard, customised or modified vehicles.
4. No liability will be accepted for damage caused by:
  - a. neglect;
  - b. corrosion;
  - c. any foreign matter getting into or onto a part;
  - d. lack of servicing;
  - e. the effects of over-heating, whether caused by an insured part or not;
  - f. freezing;
  - g. abuse;
  - h. damage to parts not covered by this Policy or consequential damage; or
  - i. damage to parts We cover caused by parts not covered by the Policy.
5. No liability will be accepted for:
  - a. the effects of poor repairs, faults or defects at the time of the sale;
  - b. parts which have been fitted incorrectly;
  - c. parts which are of faulty manufacture or design; or
  - d. 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. No liability will be accepted 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.

### 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.

### 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:

1. We shall not pay the claim;
2. We shall not pay any other claim which has been made or will be made under the Policy;
3. We may at Our option declare the Policy void;
4. We shall be entitled to recover from You the amount of any claim already paid under the Policy;
5. We shall not make any return of premium; and
6. We may inform the police of the circumstances.

### Cancellation

You may cancel the Policy within 30 days of the start date without financial penalty provided no claim has been made. Thereafter both parties must give 14 days' notice of cancellation. The Policy has no surrender value and no premium paid will be refunded after 30 days of the start date.

### Servicing

The Vehicle must be serviced by a VAT registered garage, six months or 6,000 miles [whichever is the sooner] from the date of or mileage at date of purchase of the Policy, and thereafter at intervals of six months or 6,000 miles [whichever is the sooner], and must consist of:

1. Change engine oil and filter;
2. Check oil levels in the gearbox and differential and top up where necessary;
3. Check coolant level and anti-freeze/inhibitor strength. Top up where necessary;
4. Check timing belt [if fitted], renew if necessary; and
5. Brake fluid must be replaced in accordance with the manufacturer's recommendation.

The interval from the Policy purchase date to the first service and the intervals between services must not exceed the stipulated time or mileage by more than 21 days or 500 miles. This time allowance is to facilitate You to make sure services are completed at the correct intervals. If any circumstances prevent the service being carried out at the correct time AutoProtect must be informed immediately by recorded delivery.

**As an option the Vehicle may 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.**

### Warning Timing belts [otherwise known as camshaft drive belts].

If Your Vehicle has a timing belt, please make sure that it is in good condition and that it is checked and changed in line with the manufacturer's recommendations. If the timing belt breaks it can cause serious and unnecessary engine damage and inconvenience. No responsibility will be accepted for damage caused by the failure of a worn out timing belt.

### Duty of Disclosure

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

### The Law Applicable to the Policy

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

## 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 Go Car Warranty 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:

1. 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.
2. 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.
3. 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 Go Car Warranty's option, allowed to continue subject to the payment and receipt of any additional premium that may be required to reflect the correct information.
4. The mileage quoted on the Proposal / Policy Schedule does not guarantee that this is the true distance the Vehicle has covered.
5. We will not pay more than the limits shown on the Proposal / Policy Schedule or as otherwise restricted in these terms and conditions.
6. The Policy will only be valid if the Proposal / Policy Schedule has been received by Go Car Warranty 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.
7. Your rights as set out in the Policy are in addition to Your legal rights.
8. 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.
9. At the time of cover the Vehicle must be taxed and legal for use on the public highway.

## **CLAIMS CONDITIONS**

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.

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

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.

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.

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

If the part to be replaced has some wear or the part improves the general condition or value of the Vehicle, You may be required to pay a specific amount towards the improvement.

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.

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. Go Car Warranty 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.

## HOW TO MAKE A CLAIM

Please check your policy to make sure that it covers the parts which have caused the breakdown.

For quick reference, write your policy type and number (below)

Policy type:

Policy number:

1. If you wish to make a claim telephone 0871 384 3506, or write to: AutoProtect (MBI) Limited, Cambridge House, Cambridge Road, Harlow. CM20 2EQ. The correct claims procedure will be explained to you.
2. Book the vehicle in with the selling dealer or recommended repairer and give your permission to carry out any fault finding/diagnosis or dismantling necessary.
3. You agree that you will pay the costs of dismantling and repairing the vehicle if the cause of the breakdown is not covered by this policy and, if it is covered, all costs which exceed the limits on your Policy Schedule and any excesses that may apply. You are responsible for paying for any other work you ask the repairer to carry out.
4. The repairer must then telephone AutoProtect (MBI) Limited quoting your policy type and number and ask for authority to carry out the repair.
5. If your claim is accepted, your repairer will be informed of how much will be paid under this policy and an authority number for this value will be issued. The authority number will be effective for 90 days only from the date issued. No payments will be made under the terms of the authority number after the expiry of the period of 90 days. You are responsible for paying any amount the repairer charges over and above the amount authorised.
6. When the repairs have been completed, the repairer must submit an invoice within the period of 90 days referred to in paragraph 5. The invoice must be addressed to AutoProtect (MBI) Ltd and clearly show the authority number given by AutoProtect (MBI) Ltd for those repairs. The invoice must show whom AutoProtect (MBI) Ltd should pay and give full details of the repair, including all parts used in the authorised repair, labour and VAT. AutoProtect may also need to see your original service invoices. If there is a disagreement please refer to our Complaints Procedure. The extra benefits listed on page 14 will be provided subject to the limits specified in the Policy Schedule if any of the parts covered under the Car Warranty Insurance policy fails and you are stranded with your vehicle.

## 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, the repair time is in excess of 8 hours and prior authority has been given by AutoProtect's claims department.

#### Exclusions

1. You cannot have 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. You will have to pay for fuel and insurance for the replacement vehicle.
3. You will have to pay for any motoring fines and congestion charges.

### Recovery

AutoProtect will pay up to £100 [including VAT] towards the cost of towing the Vehicle to the nearest repairer if the Vehicle suffers a Mechanical Breakdown claimable under this warranty. You should ensure that Your repairer obtains an authority number that covers the recovery, and that the invoice of the person who recovered the Vehicle or the repairer's invoice is sent to:

AutoProtect (MBI) Limited  
Cambridge House  
Cambridge Road  
Harlow  
Essex CM20 2EQ

### Overnight accommodation and rail fares

AutoProtect will pay up to £60 towards hotel expenses or a return rail ticket if the Vehicle suffers a Mechanical Breakdown and You are unable to return home. You will need to send AutoProtect a receipt. 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 60 days per annum [pro rata] 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.

## MOT TEST INSURANCE

### WHAT IS INSURED?

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, subject to the Sum Insured, Excess, conditions and exclusions set out in this policy. (Please consult the table of Insured Components overleaf).

### WHAT IS NOT INSURED?

1. More than one claim in any one Period of Insurance.
2. The Excess of £10 per claim, applied in respect of the full claim as noted on the VT30, rather than per item.
3. Any claim made within four months of the purchase of the policy, or more than 30 days before or after the MOT test due date notified in the policy schedule.
4. The cost of the MOT test or the cost of any re-test and labour or parts necessitated by failing a re-test.
5. 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.
6. 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'.
7. Work necessitated in order to pass an MOT test; caused by:
  - a. corrosion
  - b. fire
  - c. frost
  - d. impact or accident, including road traffic accident
  - e. any repairs
  - f. loss, damage or liability which is claimable under any other existing insurance, warranty or guarantee
  - g. misuse or any kind of act or omission which is wilful, unlawful or negligent.
8. VAT where You are VAT registered.
9. 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.
10. 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:

1. **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.
2. **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.
3. **Choice:** You may take Your Vehicle to the Department of Transport approved MOT test station of Your choice.  
Should Your Vehicle Fail its MOT, Your repairs can be carried out at Your choice of repairers.
4. **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.
5. **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.
6. **Fraud:** You must not act in a fraudulent manner. If You, or anyone acting for You:
  - a. make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or;
  - b. make a statement in support of a claim, knowing the statement to be false in any respect; or
  - c. submit a document in support of a claim, knowing the document to be forged or false in any respect; or
  - d. make a claim in respect of any loss or damage caused by Your wilful act, or with Your connivance, Then :
    - i. We shall not pay the claim
    - ii. We shall not pay any other claim which has been made or will be made under the policy
    - iii. We may at our option declare the policy void
    - iv. We shall be entitled to recover from You the amount of any claim already paid under the policy
    - v. We shall not make any return of premium
    - vi. We may inform the police of the circumstances

## CANCELLATION

You may cancel the policy within 30 days of the start date without financial penalty provided no claim has been made. Thereafter both parties must give 14 days' notice of cancellation. The policy has no surrender value and no premium paid will be refunded after 30 days of the start date.

## THE LAW APPLICABLE TO THIS POLICY

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

### 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:

1. inspect Your Vehicle, before authorising any claim; or
2. 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.
3. 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 **0871 384 1168**

For Claims Authorisation

We will require:

1. Your Policy number
2. The exact mileage of Your Vehicle
3. Itemised repair cost estimate
4. 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.

## PARTS COVERED

Within the MOT Test definitions we include the following Components. Any parts not mentioned are specifically excluded.

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

## FIRST SERVICE AND MOT INCLUDED

**Included in this Policy is a single MoT Test and Service carried out by Kwik Fit.**

It couldn't be easier to arrange your MoT Test and Service. Call Kwik Fit on 0800 222 111, you will then be connected with your nearest Kwik Fit Centre to arrange a convenient date and time.

In Association with



## COMPLAINTS 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. If You have cause for complaint it is important You know We are committed to providing You with an exceptional level of service and customer care.

**Step One** – contact the Administrator:

The Managing Director  
AutoProtect (MBI) Limited  
Cambridge House  
Cambridge Road  
Harlow Essex CM20 2EQ

Tel: 0871 384 1167

Fax: 01279 457910

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage but if You remain dissatisfied You can take the issue further.

**Step Two**

Should the matter still not be resolved to Your satisfaction you have the right to refer the matter to:

Motor Industry Code of Practice  
Motor Industry Codes  
PO BOX 44755  
London,  
SW1X 7WU

Consumer Advice Line: 0800 692 825

Or online at: [www.motorindustrycodes.co.uk](http://www.motorindustrycodes.co.uk)

**Step Three** – If You are still dissatisfied:

In the unlikely event that the matter is still not resolved, Your complaint can be referred to:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Please note You have six months from the date of Our final response in which to refer Your complaint to the Ombudsman. Referral to the Ombudsman will not affect Your right to take legal action against Us. The complaints procedure above does not affect any legal right You may have to take action against Us.

## COMPENSATION SCHEME

Red Sands Insurance Company (Europe) Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot meet Our 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 Services 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 020 7892 7300.

### DATA PROTECTION

For the purposes of the Data Protection Act 1998 the Data Controller in relation to any personal data You supply is AutoProtect. AutoProtect may use Your data to keep You informed by post, telephone or other means, of any products or services which may be of interest to You. If You do not wish to receive information from AutoProtect please write to;

The Data Protection Officer, AutoProtect (MBI) Limited, Cambridge House, Cambridge Road  
Harlow, Essex CM20 2EQ

With limited exceptions and on payment of an administration fee, You have the right to access and if necessary rectify information held about You. If You wish to make such an inspection, please write to AutoProtect. AutoProtect will use Your data to set up and administer the Policy, including underwriting and the handling of any claim that may arise, and send Your data in confidence for processing to other companies and repairers, including those located outside the European Union. It may also be disclosed to regulatory bodies for the purposes of ensuring compliance and crime prevention.

**Administered by:**  
**AutoProtect (MBI) Limited Cambridge House, Cambridge Road**  
**Harlow, Essex CM20 2EQ**

AutoProtect (MBI) Limited is authorised and regulated by the Financial Services Authority in respect of Insurance  
Mediation Activities only. FSA No 312413