

## DEFINITIONS

The words or expressions detailed below will have the following meaning wherever they appear in the Policy or Schedule:

**WE/US/OUR** means Red Sands Insurance Company (Europe) Limited. Registered in Gibraltar number 87598. Registered Office: Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

**YOU/YOUR/YOURSELF** means the policyholder named in the policy schedule.

**VEHICLE** means only the Vehicle as supplied by the manufacturer as stated in the policy schedule.

**FAILURE/FAILS/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.

**ADMINISTRATOR** means AutoProtect (MBI) Limited, whose address is Cambridge House, Cambridge Road, Harlow CM20 2EQ. Customer Services tel no 0871 384 1167.

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

**PROPOSAL** means any signed application and declaration together with any additional information You may have supplied to Us in support of Your application for insurance cover.

**PERIOD OF INSURANCE** means the length of time that this policy operates as stated in the policy schedule.

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

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

**INDEMNITY/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.

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

**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.

**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.

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

**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.

## 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 £10.00 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:
  - modified from the manufacturers' specification, or include any experimental equipment whether or not supplied by the manufacturer.
  - 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.
  - 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:
  - fire
  - frost
  - impact or accident, including road traffic accident
  - any repairs
  - loss, damage or liability which is claimable under any other existing insurance, warranty or guarantee
  - 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 points, 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:

## 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:

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

## RETURN OF PREMIUM

No return of premium can be made once the Policy has been accepted by the Administrator unless Your Vehicle has been written off by an insurance company and no claim has been made under this Policy.

## 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.

## FRAUD

You must not act in a fraudulent manner. If You, or anyone acting for You:

- 1) make a claim under the Policy knowing the claim to be false, or fraudulently exaggerated in any respect; or;
- 2) make a statement in support of a claim, knowing the statement to be false in any respect; or
- 3) submit a document in support of a claim, knowing the document to be forged or false in any respect; or
- 4) 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
  - We may inform the police of the circumstances

## CANCELLATION

We may cancel this Policy by sending 14 days' notice in writing direct to You by recorded delivery to Your last known address. If there has been no claim (or claim pending) during the current Period of Insurance We will calculate the premium for the period You have been insured and refund any balance. If a claim has been

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submitted during the current Period of Insurance no refund will be given.

You may cancel this Policy by sending 30 days' notice in writing to the Administrator by recorded delivery. If You cancel this Policy there is no refund unless Your Vehicle has been written off by an insurance company and no claim has been made under this Policy. 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 Policy and Your Excess and Sum Insured.

### THE LAW APPLICABLE TO THIS POLICY

This Policy will be governed by the law of England Wales unless You and We have agreed otherwise.

### 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.

### MAKING A CLAIM

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

Contact the Claims Office before any work is undertaken; the repairer must telephone the Claims Office for authorisation. The telephone number is 0871 384 1168.

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. We will pay for the repair, subject to Your Excess and Sum Insured.

### REPAIRER 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.

### PARTS COVERED

<p><b>Lighting Equipment Included</b> Front and rear lamps - electrical circuits Headlamps – electrical circuits</p> <p>Headlamp aim Stop lamps - electrical circuit Rear reflectors</p> <p>Direction indicators &amp; hazard lamps – electrical circuit</p>	<p><b>Extras</b> including controls</p> <p>including controls</p> <p>including controls</p> <p>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</p> <p>Power steering Transmission drive shafts Wheel bearings Front suspension Rear suspension Shock absorbers</p> <p><b>Brakes Included</b> ABS warning</p> <p>Service brake performance Parking brake performance</p>	<p><b>Extras</b></p> <p>system controls including if the ABS warning light fails to operate in correct sequence</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. <b>Specific Exclusions</b> <b>NONE</b>  Frictional material. Frictional material.</p>
<p><b>Seatbelts Included</b> Mountings Condition Operation</p> <p><b>General Included</b> Drivers view of the road</p> <p>Horn Fuel parts</p>	<p><b>Extras</b> including back rest security</p> <p><b>Extras</b></p>	<p><b>Specific Exclusions</b> <b>NONE</b> <b>NONE</b> <b>NONE</b>  <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>