

# Motorpoint Taxi and Commercial Vehicle Warranty

## Policy Terms and Conditions

### 1. POLICY DETAILS

These terms and conditions together with the **Policy Schedule** sets out **Your** insurance cover. Please note the following:

- This is a contract of insurance ("**Policy**") between **You**, the purchaser named on the **Policy Schedule**, and **Us**, Fortegra Europe Insurance Company Ltd. **Your Statement of Demands and Needs**, which includes the signed declaration and the undertaking to pay the premium, forms the basis of the **Policy**.
- The **Administrator** (Connect Administration Ltd) and **Us** do not provide advice or a personal recommendation about the suitability of this **Policy**. It is **Your** responsibility to ensure the **Policy** meets **Your** needs.
- Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it doesn't, please contact the **Supplying Dealer** or the **Administrator**.
- Please read these terms and conditions carefully, in conjunction with the **Policy Schedule** and **Statement of Demands and Needs**, and make sure **You** understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the **Policy** becoming void.
- Please note that as in **Section 15 - MISINFORMATION**, **You** have an obligation to provide **Us** with any facts which may be relevant to this insurance.
- Fortegra Financial Corporation ("**Fortegra US**"), a company organised under the laws of the State of Delaware, registration number 4885848 with its main principal office located at 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, holds more than 10% of the voting rights and capital of **Us**, the **Administrator**, **Complaints Handler**, and the **Claims Handler** by virtue of the common shareholding of Fortegra US.
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- Words that have special meanings are in bold, and the definitions can be found in **Section 2 - DEFINITIONS**.

### 2. DEFINITIONS

**Administrator:** Connect Administration Ltd, 3 Monarch Court, The Brooms, Emersons Green, Bristol, BS16 7FH. Customer Services telephone 0117 456 2443. Customer Services email enquiries@connect-admin.co.uk. Connect Administration Ltd (Firm Reference Number 937565) is an appointed representative of ITC Compliance Ltd (Firm Reference Number 313486) who are authorised and regulated by the Financial Conduct Authority (FCA) for the conduct of general insurance business. This information can be checked on the Financial Services Register by visiting the FCA's website <https://fca.org.uk/> or by contacting the FCA on 0800 111 6768. Additional details on the extent of Connect Administration Ltd's authorisation and regulation by the Financial Conduct Authority are available from the **Administrator** on request.

**Approved Repairer:** A repairer appointed by the **Administrator** or the **Claims Handler** or **Us** to undertake a **Repair** to the **Vehicle**.

**Claims Handler:** Defend Insurance Holding s.r.o., having its registered address at: Roztylská 1860/1, Praha 4 - Chodov, 14800 Czech Republic. Telephone 0161 451 4812 Customer Services email [customerservice@defendinsurance.co.uk](mailto:customerservice@defendinsurance.co.uk)

**Complaints Handler:** ITC Compliance Ltd, 3 Monarch Court, The Brooms, Emersons Green, Bristol, BS16 7FH. Customer Services telephone 0117 456 2443 email: [omplaints@itccompliance.co.uk](mailto:omplaints@itccompliance.co.uk). ITC Compliance Ltd is authorised and regulated by the Financial Conduct Authority (FCA) for the conduct of general insurance, under Firm Reference number 313486. This information can be checked on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/s> or by contacting the FCA on 0800 111 6768. Additional details on the extent of ITC Compliance Ltd's authorisation and regulation by the Financial Conduct Authority are available from the **Claims Handler** on request.

**Day-To-Day Motoring:** The use of **Your Vehicle** for social, domestic and pleasure purposes only, including journeys to and from a permanent place of work.

**Excess:** means the first **You** paid under **Your Motor Insurance Policy** under the terms of that policy

**Family Member:** **Your** spouse or civil partner, or a parent, grandparent, child, grandchild, brother, or sister.

**Incident Date:** The date of the incident where damage has occurred to the **Vehicle**.

**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.

**MOT Certificate (VT20)**

MOT Certificate (VT20) issued by the **MOT Test** station.

**MOT Test**

Ministry of Transport test completed by a company authorised by The **Vehicle** & Operator Services Agency to offer an MOT Testing service on behalf of the Secretary of State for Transport.

**Motor Insurance Policy:** an insurance policy issued to cover **Your** private car, which is owned and registered to **You**.

**Policy Schedule:** The schedule provided to **You** when **You** purchased this **Policy**, which contains **Your** details, details of the **Vehicle** and the **Policy** term.

**Property:** **Your** fixed address as detailed on **Your** schedule.

**Statement of Demands and Needs:** The Statement of Demands and Needs and declaration together with any additional information **You** may have supplied to **Us** in support of **Your** application for this **Policy**.

**Supplying Dealer:** The car dealership that the **Vehicle** was purchased from.

**Territorial Limits:** The United Kingdom, Ireland, Isle of Man and the Channel Islands. Territorial limits will include the countries of the European Economic Area for a period of up to sixty (60) days for any one single trip.

**Vehicle:** The **Vehicle** purchased by **You** which meets the eligibility criteria set out in this **Policy**.

**We/Us/Our:** Fortegra Europe Insurance Company Ltd (Malta Company Registration Number C 84703), Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta. Fortegra Europe Insurance Company Ltd is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business, and is regulated by the Malta Financial Services Authority, Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority under reference number 805770, and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Annual reports on **Our** solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>

**You/Your:** Any individual who is detailed on the **Policy Schedule** and who has applied for this **Policy** and has agreed to pay the premium under this **Policy**.

### 3. ELIGIBILITY

**You are eligible for cover from the start date of this Policy if:**

- **You** are applying as an individual; and
- **You** are eighteen (18) years of age or over; and
- **You** are resident in the United Kingdom, Channel Islands or the Isle of Man; and
- **You** hold a current valid UK driving license; and
- **You** must be named as the Policyholder under a **Motor Insurance Policy**.

**The Vehicle is eligible for this cover if it:**

- is a private **Vehicle** registered in the United Kingdom, Channel Islands or the Isle of Man; and
- has been purchased from the **Supplying Dealer**; and
- is not older than eight (8) years at the start of this policy.

**Please Note: The following Vehicles and Vehicle uses are NOT eligible for cover:**

- Any **Vehicle** that is not a right-hand drive **Vehicle**; and
- Emergency **Vehicles**, buses, coaches, trucks, motor homes, trailers, heavy goods **Vehicles**, licensed private hire **Vehicles**, daily rental **Vehicles**, breakdown and recovery **Vehicles**; and
- **Vehicles** used for road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event; and
- Any **Vehicle** that has been modified after the purchase date.

### 4. POLICY TERM

This **Policy** is for the chosen term, up to a maximum of twenty-four (24) months and is not renewable, as detailed on the **Policy Schedule**. **Your** cover will end at the earliest of any of the below:

- **You** failing to pay **Your** premium when due; or
- **You** or the **Vehicle** no longer meeting the eligibility criteria for **Your Policy**; or
- The **Vehicle** being sold or transferred to a new owner, other than under **Section 10 - TRANSFERRING YOUR POLICY**; or
- The value of claims settled by **Us** having reached the limit, as defined in **Section 5 – WHAT IS COVERED**; or
- The **Policy** being cancelled by either **You** or **Us**; or
- The start and expiry dates of the **Policy** as detailed on the **Policy Schedule**.

## 5. WHAT IS COVERED

Cover	Benefit Limit
<p><b>Mechanical Breakdown Insurance</b></p> <p><b>PARTS COVERED</b> 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 <b>You</b> can make. This Policy covers All mechanical and electrical parts (including labour to fit them), of the insured <b>Vehicle</b> against <b>Mechanical Breakdown</b> and including the below.</p> <p><b>Oil seals</b> 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.</p> <p><b>Casings</b> If any of the covered parts fail and this damages the casings, they will also be covered.</p> <p><b>Working materials</b> 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.</p> <p><b>Air Conditioning System</b> In the event of a valid claim, maximum contribution to system re-gas is £45.00 inc VAT.</p> <p><b>Excluding:</b> 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].</p>	<p>Maximum of Purchase Price of <b>Vehicle</b> including VAT per claim.</p>

Cover	Benefit Limit
<p><b>Key(s) Cover</b></p> <ol style="list-style-type: none"> <li><b>Loss Cover</b> – the reasonable cost of replacing the <b>Key(s)</b> in the event they have been accidentally lost by <b>You</b>. If no <b>Key(s)</b> can be cut or obtained, the reasonable cost of replacing the <b>Lock(s)</b> will be covered.</li> <li><b>Theft Cover</b> –the reasonable cost of replacing the <b>Key(s)</b> in the event they have been stolen from <b>You</b>. If no <b>Key(s)</b> can be cut or obtained, the reasonable cost of replacing the <b>Lock(s)</b> will be covered.</li> <li><b>Vehicle Entry Cover</b> - if a duplicate <b>Key</b> is not readily available, a contribution of up to £50 including VAT towards the cost of gaining entry to the <b>Vehicle</b> in the event the <b>Key(s)</b> have been locked inside the <b>Vehicle</b> or accidentally broken in the <b>Lock</b> by <b>You</b>.</li> </ol> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li><b>In the event of Loss or Theft of Your Key(s), You must notify the Police and obtain a Crime Reference Number.</b></li> </ul>	<p>Maximum of £500 including VAT per claim.</p>

Cover	Benefit Limit
<p><b>Breakdown Cover</b></p> <p><b>Roadside Recovery</b> If the <b>Vehicle</b> suffers a Breakdown, this includes running out of fuel, help will be sent to the scene of the Breakdown and <b>We</b> will pay call out fees and mileage charges needed to repair or assist with the <b>Vehicle</b>. If, in the opinion of the Recovery Operator, they are unable to repair the <b>Vehicle</b> at the roadside the Recovery Controller will assist in the following way:</p> <ul style="list-style-type: none"> <li>• arrange for the <b>Vehicle, You</b> and up to five (5) passengers to be recovered to the nearest garage able to undertake the repair, or;</li> <li>• If the above is not possible at the time of the Breakdown they will arrange for the <b>Vehicle, You</b> and up to five (5) passengers to be transported to <b>Your</b> home address or original destination.</li> </ul> <p><b>Home Assist</b> A Recovery Operator will be dispatched to <b>Your</b> home address or within a one mile radius. Attempts will be made to repair <b>Your Vehicle</b> on the spot. If a repair is not possible they will transport <b>Your Vehicle</b> to the nearest repairing garage.</p> <p><b>Emergency Overnight Accommodation*</b> If Call Assist decide on alternative accommodation <b>We</b> will pay a maximum of £25 per person for one night for <b>You</b> and up to 5 passengers.</p>	<p><b>Up to 6 call outs</b></p>

<p>*These services will be offered on a pay/claim basis, which means that <b>You</b> must pay initially and Call Assist will send <b>You</b> a claim form for reimbursement, which will be dealt with by the Control Centre within a short period of time. Before arranging these services, authorisation must be obtained from the Rescue Controller.</p> <p><b>Caravans and Trailers</b> If the <b>Vehicle</b> suffers a Breakdown and <b>Your</b> caravan/trailer is attached, providing it is fitted with a standard towing hitch and does not exceed 7.0104 metres (23 feet) in length, <b>Your</b> caravan/ trailer will be recovered with the <b>Vehicle</b> at no extra cost.</p> <p><b>What to do if you break down</b> If the <b>Vehicle</b> breaks down please call the 24 hour Control Centre on: 01206 812 763 (UK only) (This telephone number is strictly for rescue purposes only) The Rescue Controller will assist <b>You</b> professionally, sympathetically and deal with <b>Your</b> request quickly.</p> <p>Please have the following information ready to give to the Rescue Controller, who will use this to validate <b>Your</b> policy. Tell them;</p> <ol style="list-style-type: none"> <li>1) <b>You</b> are a Defend customer</li> <li>2) <b>Your</b> return telephone number with area code</li> <li>3) <b>Your</b> Policy type and number and the <b>Vehicle</b> registration</li> <li>4) The precise location of the <b>Vehicle</b> (or as accurately as <b>You</b> are able in the circumstances)</li> <li>5) What seems to be the problem (for example, if <b>You</b> have a puncture tell the Controller <b>Your</b> tyre size).</li> </ol> <p>The Rescue Controller will take <b>Your</b> details and ask <b>You</b> to remain by the telephone <b>You</b> are calling from. Once arrangements have been made they will telephone to advise who will be coming out to <b>You</b> and how long they are expected to take. <b>You</b> will then be asked to return to the <b>Vehicle</b>.</p> <p>Please remember to guard <b>Your</b> safety at all times but remain with or nearby the <b>Vehicle</b> until the Recovery Operator arrives. Once the Operator arrives at the scene please be guided by his/her safety advice.</p> <p>If the Police are present please advise them that <b>You</b> have contacted <b>Your</b> recovery service or give them the telephone number to call on <b>Your</b> behalf.</p>	
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<b>Cover</b>	
<b>MOT Test Insurance</b>	
<p><b>Your</b> MOT Cover begins ninety (90) days after <b>Your</b> Issue date. If <b>Your</b> MOT is due in this ninety (90) day period, prior to <b>Your</b> period of cover, then cover will not apply to that MOT. It will instead apply to <b>Your</b> next MOT.</p> <p><b>What is covered?</b></p>	<p>Maximum of £750 per claim.</p>

**We** will pay the reasonable cost of repairing or replacing such part or parts of **Your Vehicle** listed below up to a maximum of £750 (inclusive of VAT) in the event of a part or parts covered herein being cited on an official “Refusal of an MOT Certificate” (Form VT30) as the reason for **Your Vehicle** failing to pass the **MOT Test** during the period of cover.

- Lighting Equipment: Front and rear lamps, headlamps, stop lamps, rear reflectors, direction indicators, hazard warning lamps, switches, tell tales, high intensity discharge (HID), LED headlamps, washing and levelling system, power steering malfunction indicator lamp (MIL), electronic parking brake MIL, illumination of speedometers, brake fluid level warning lamps, electronic stability control system MIL, tyre pressure monitoring system warning lamp.
- Steering and Suspension: Steering control, steering mechanism, power steering, transmission shafts, wheel bearings, front suspension, rear suspension, shock absorbers, wheel alignment, steering, suspension, brake, transmission dust covers / gaiters, and steering wheel locking mechanism.
- Brakes: ABS warning system / controls, condition of service brake system, condition of parking brake system, service brake performance, parking brake performance, brake fluid levels where below the minimum indication.
- Seatbelts: All seatbelts mountings, their condition and operation; front driver’s and passenger seat mountings; driver’s seat adjustment mechanism, backrest security in an upright position and Supplementary Restraint Systems (SRS) including airbags and seatbelt pre-tensioners.
- General: Emission control systems including catalytic converter, electronic stability control system, fuel injection, engine mountings, ECU replacement as a result of calibration failure to meet MOT exhaust gas emission standards, horn, mirrors, registration plates, speedometer, driving controls, windscreen wipers and washers.

**Transferrable cover**

**You** may transfer **Your Policy** subject to the conditions in **Section 10 -TRANSFERRING YOUR POLICY** where a **Family Member** takes ownership of the **Vehicle**.

**6. WHAT IS NOT COVERED**

**What You are not covered for Mechanical Breakdown Insurance**

- i. **We** will not accept liability for any claim which is reported to the **Claims Handler** more than fourteen (14) days after the relevant fault is discovered.
- ii. **We** will not accept liability for any claim where the repair has not commenced within fourteen (14) days of the relevant fault being reported to the **Claims Handler**.
- iii. The **Policy** does not apply to: **Vehicles** used any kind of timed competition or race; or non-standard customized or modified **Vehicles**.
- iv. **We** will not accept any 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**.

**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.

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. **We will not accept liability for damage caused by war risks, sonic booms or nuclear radiation.**

**What You are not covered for Key:**

- i. Any claim where the **Incident Date** is before the **Policy** start date.
- ii. Any claim which is not reported within thirty (30) days of the **Incident Date**.
- iii. The cost of any routine maintenance or adjustments or where **Key(s)** or **Locks(s)** don't function or have failed for any reason.
- iv. Any claim relating to damage to **Lock(s)** caused by attempted theft or malicious damage.
- v. Any claim directly or indirectly caused as a result of the theft of the **Key(s)** by any person known to **You** who has reasonable access to the **Key(s)**, including but not limited to a **Family Member**.
- vi. The cost of repairing or replacing any **Lock(s)** where they have been damaged by anyone other than **You** gaining entry to the **Vehicle** or **Property**.
- vii. Any claim relating to a road traffic accident.
- viii. Any claim arising from manufacturing defects, inherent design faults or where the **Key(s)** or **Lock(s)** are subject to recall or replacement by the manufacturer.
- ix. The cost of any fares, tolls, delivery or insurance relating to car hire.
- x. Any claim relating to damage caused by neglect or a deliberate, careless act or omission by **You**.
- xi. Any claim for loss or theft that is not accompanied by a Crime Reference Number.
- xii. Any amount that exceeds the benefit level per claim or in total, as detailed in **Section 5 – WHAT IS COVERED**.
- xiii. If during the **Policy term** the **Vehicle** is used for any of the excluded uses that appear in **Section 3 - ELIGIBILITY**.
- xiv. For consequential damage of any kind or any consequential loss, injury or damage.

**What You are not covered for Breakdown Cover:**

- i. Assistance due to an accident, fire, theft or vandalism or other incident normally covered by a **Motor Insurance Policy**. Assistance can be arranged if **You** agree to pay for the service provided. (**You** may be able to recover these costs under the terms of **Your Motor Insurance Policy**).
- ii. Any caravan/trailer being towed where the total length exceeds 7.0104 metres (23 feet) and where it is not attached to the **Vehicle** with a standard towing hitch.
- iii. **Vehicles** not registered as having Motorpoint Breakdown Cover.
- iv. The cost of any parts, components or materials used to repair the **Vehicle**.
- v. Any costs or expenses not authorised by the Rescue Controller.
- vi. The cost of food, drinks, telephone calls or other incidentals.
- vii. The cost of alternative transport other than to **Your** destination or home.



- viii. The cost of fuel, oil or insurance for a hire **Vehicle**.
- ix. The recovery of the **Vehicle** and passengers if repairs can be carried out at or near the scene of the Breakdown within a reasonable time. If recovery takes effect **You** are entitled to recovery to only one address in respect of any one Breakdown.
- x. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the Breakdown within an agreed time.
- xi. Breakdowns caused by failure to maintain the **Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water. If, in the opinion of the Recovery Operator, **We** should terminate **Your Policy** immediately, **We** will notify **You** by letter as to what action **We** have taken.
- xii. Any request where service cannot be effected because the **Vehicle** does not carry a serviceable spare wheel and locking wheel nut and/or manufacturer approved emergency foam fill kit.
- xiii. Any request for service if the **Vehicle** cannot be reached due to snow, mud, sand or flood or where the **Vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.
- xiv. Any request for service if the **Vehicle** is over 5000kg GVM, or used in any sort of rally, speed testing, racing or any kind of competition or trial other than 'Treasure Hunts'.
- xv. Overloading of the **Vehicle** or carrying more passengers than it is designed to carry.
- xvi. Claims not notified prior to expenses being incurred.
- xvii. The charges of any other company (including Police recovery) other than a Recovery Operator appointed by Call Assist or of car hire or accommodation charges except those authorised by Call Assist.
- xviii. Loss or damage to the **Vehicle** or its contents.
- xix. Direct or indirect loss, damage or liability caused by, contributed to or arising from:-
  - a. Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
  - b. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - c. Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
  - d. Any false or fraudulent claims.
  - e. Failure to comply with requests by Call Assist or the Recovery Operators concerning the assistance being provided.
  - f. Fines and penalties imposed by the Police or Courts.
  - g. Any charges where **You**, having contacted the Rescue Controller, effect recovery or repairs by other means.
  - h. Ferry and Toll charges.
  - i. Any claims relating to non-standard, customised or modified **Vehicles** unless declared and agreed with **Us** prior to taking the insurance.
  - j. Any service or insurance cover where remedial action has not taken place following a previous Breakdown.
  - k. More than six (6) callouts per Policy per year.

**What You are not covered for MOT Test cover :**

**We** will not pay for:

- i. Bulbs, fuses, wiring or connections
- ii. Tyres or wheels
- iii. Brake pads and shoes where the condition is wear related

- iv. Bodywork or glass
- v. Exhaust system
- vi. Items listed as “advisory” only
- vii. Adjustments, tuning or cleaning
- viii. The **MOT Test** or re-test fee
- ix. Service items, including but not limited to leads, spark plugs, belts, wiper blades, batteries, antifreeze, fluids, grease, fuel or oils.

These exclusions apply to the MOT section of **Your** cover.

- a. Damage caused by a road traffic accident and/or fire
- b. Structural damage, rust or corrosion
- c. Parts fitted as part of the repairs that are not detailed under the **What is covered** section
- d. Repairs arising as a result of any deliberate damage, neglect or misuse of **Your Vehicle** or any modifications such as the fitting of replacement or experimental parts or other equipment not approved by the manufacturer
- e. Repair or servicing of **Your Vehicle** or parts subject to recall for repair or replacement by the manufacturer
- f. A fault or defect in any part which can reasonably be said to have been known to exist before the commencement of the period of cover
- g. Any repairs covered under the manufacturer’s or supplier’s warranty or any other form of cover
- h. VAT where you are VAT registered

## 7. HOW TO MAKE A CLAIM

<b>Mechanical Breakdown Insurance</b>	
<b>Stage</b>	<b>Explanation</b>
Step 1	<b>NOTIFY THE CLAIMS HANDLER</b> Telephone the <b>Claims Handler</b> at 0161 451 4812 . The <b>Claims Handler</b> will make a note of <b>Your</b> claim and advise <b>You</b> of the location of <b>Your</b> nearest <b>Approved Repairer</b> . <b>IMPORTANT:</b> In order for the <b>Claims Handler</b> to pay the <b>Approved Repairer</b> directly, <b>You</b> (not the repairer) must notify the <b>CLAIMS HANDLER</b> of <b>Your</b> claim. This must be done before <b>You</b> give permission to a repairer to carry out any fault finding or remedial work. Notification from a repairer of a possible claim will not be accepted by the <b>Claims Handler</b> .
Step 2	<b>CONTACT THE REPAIRER</b> Book <b>Your Vehicle</b> in with the repairer and give <b>You</b> permission to carry out any fault finding/diagnosis or dismantling necessary.
Step 3	<b>REPAIRER OBTAINS AUTHORITY</b> Once <b>Your Vehicle</b> , <b>Policy Schedule</b> and service records have been handed to the repairer they will contact the <b>Claims Handler</b> to request approval for repairs.
Step 4	<b>AUTHORITY FOR CLAIM VALUE</b> If <b>Your</b> claim is accepted, an authorisation number will be issued to the repairer for the amount that will be paid under this <b>Policy</b> . <b>You</b> are responsible for paying any amount the repairer charges over and above the authorised amount.
Step 5	<b>PAYMENT OF THE CLAIM</b>

	<p>On completion of the repairs, the repairer must submit an invoice directly to the <b>Claims Handler</b> . The invoice must clearly show the authorisation number given, details of who the <b>Claims Handler</b> should pay and contain full details of the repairs, including details of all part(s) used, labour and VAT. The authorisation number will only be effective for ninety (90) days from the date it was issued and no payments will be made in respect of the authorisation number after the expiry of the ninety (90) day period.</p>
Claims Conditions	<ul style="list-style-type: none"> <li>• The <b>Claims Handler</b> cannot agree to any claim without providing a Claims Authority Number. The repairer must not start any repairs without this number. Please quote <b>Your</b> Claims Authority Number each time <b>You</b> contact the <b>Claims Handler</b> about <b>Your</b> claim and make sure the repairer includes this number on their invoice.</li> <li>• If when making a claim <b>You</b> do not follow the correct procedure, <b>We</b> will not be able to pay <b>Your</b> claim in this instance.</li> <li>• No liability shall exist in respect of parts supplied, repairs carried out or any other claim under the <b>Policy</b> other than claims made in accordance with the procedures set out in these terms and conditions and for which specific authorisation is given by the <b>Claims Handler</b> .</li> <li>• <b>We</b> reserve the right to provide replacement parts and to carry out repairs under the <b>Policy</b> or to arrange for their provision by other persons.</li> <li>• The <b>Claims Handler</b> may insist that <b>Your</b> repairer uses exchanged or reconditioned parts to affect a repair.</li> <li>• If the part to be replaced has some wear or the part improves the general condition or value of the <b>Vehicle</b>, <b>You</b> may be required to pay an amount towards the improvement.</li> <li>• 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 will be limited to a maximum of one (1) hour at the maximum hourly labour rate towards an accepted claim.</li> <li>• <b>We</b> and the <b>Claims Handler</b> reserve the right to examine the <b>Vehicle</b>, to subject it to expert independent assessment and to name the repairer to be used. The <b>Claims Handler</b> 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.</li> <li>• <b>We</b> shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.</li> </ul>

Key Cover	
Stage	Explanation
Step 1	All lost and stolen <b>Key(s)</b> must be reported to Motorpoint Key Cover and the Police within forty-eight (48) hours of the discovery of their loss or theft and any crime reference numbers retained.

	<p>Check the circumstances are covered by the <b>Policy</b>, then telephone Motorpoint Key Cover immediately stating the <b>Policy</b> Number if possible, on: 01603 369790</p> <p>Motorpoint Key Cover will help arrange assistance from a qualified local locksmith and help <b>You</b> find alternative transport if required</p>
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<b>Breakdown Cover</b>	
<b>Stage</b>	<b>Explanation</b>
Step 1	<p>If the <b>Vehicle</b> breaks down please call the 24 hour Control Centre on: 01206 812 763 (UK only)</p> <p>(This telephone number is strictly for rescue purposes only) The Rescue Controller will assist <b>You</b> professionally, sympathetically and deal with <b>Your</b> request quickly.</p>
Step 2	<p>Please have the following information ready to give to the Rescue Controller, who will use this to validate <b>Your</b> policy. Tell them;</p> <ol style="list-style-type: none"> <li>1) <b>You</b> are a Motorpoint customer</li> <li>2) <b>Your</b> return telephone number with area code</li> <li>3) <b>Your</b> Policy type and number and the <b>Vehicle</b> registration</li> <li>4) The precise location of the <b>Vehicle</b> (or as accurately as <b>You</b> are able in the circumstances)</li> <li>5) What seems to be the problem (for example, if <b>You</b> have a puncture tell the Controller <b>Your</b> tyre size).</li> </ol> <p>The Rescue Controller will take <b>Your</b> details and ask <b>You</b> to remain by the telephone <b>You</b> are calling from. Once arrangements have been made they will telephone to advise who will be coming out to <b>You</b> and how long they are expected to take. <b>You</b> will then be asked to return to the <b>Vehicle</b>. Please remember to guard <b>Your</b> safety at all times but remain with or nearby the <b>Vehicle</b> until the Recovery Operator arrives. Once the Operator arrives at the scene please be guided by his/her safety advice. If the Police are present please advise them that <b>You</b> have contacted <b>Your</b> recovery service or give them the telephone number to call on <b>Your</b> behalf.</p>

<b>MOT Test Cover</b>	
<b>Stage</b>	<b>Explanation</b>
Step 1	<p>This must be done within thirty (30) days of the <b>Vehicle</b> being issued with a VT30 MOT failure document.</p> <p>Please help the Claims Office by reporting <b>Your</b> claim according to the following procedure:</p> <ul style="list-style-type: none"> <li>• Firstly check the “<b>What is Insured</b>” and “<b>What is not Insured</b>” sections of this Insurance to confirm cover. If <b>You</b> wish to make a claim, then <b>You</b> must follow the procedure below.</li> </ul> <p>Contact the <b>Claims Handler</b> The telephone number is 0161 451 4803.</p> <p>For Claims Authorisation, <b>We</b> will require:</p> <ul style="list-style-type: none"> <li>• <b>Your Policy</b> number</li> <li>• The exact mileage of <b>Your Vehicle</b></li> </ul>

	<ul style="list-style-type: none"> <li>• Itemised repair cost estimate</li> <li>• Confirmation that <b>Your</b> VT30 is available</li> </ul> <p>If the claim is covered by the <b>Policy</b>, and we have received the required items listed above then 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 <b>We</b> will pay for the repair, subject to <b>Your</b> Sum Insured.</p> <p>Payment</p> <p>If <b>We</b> are paying the repairer direct they must send the Claims Office:</p> <ul style="list-style-type: none"> <li>• an itemised repair invoice stating the Claim Authority Number,</li> <li>• a copy of the VT30 test certificate,</li> <li>• a copy of the previous valid MOT certificate</li> <li>• proof of service history.</li> </ul> <p>They will be reimbursed up to the Authorised Repair Cost. If <b>You</b> have paid the repairer, <b>We</b> will reimburse <b>You</b> up to the authorised Repair Cost if <b>You</b> send the Claims Office:</p> <ul style="list-style-type: none"> <li>• an itemised repair invoice stating the Claim Authority Number,</li> <li>• a copy of the VT30 test certificate,</li> <li>• a copy of the previous valid MOT certificate</li> <li>• proof of service history.</li> </ul>
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**Points to note about the claims process:**

- The **Claims Handler** will appoint an **Approved Repairer** where possible who will be responsible for completing the necessary work in the event of a successful claim.
- Diagnostic costs that **We** will pay is limited to a maximum of one (1) hour at the maximum hourly labour rate towards an accepted claim.
- **We** or the **Claims Handler** reserve the right to subject the **Key(s), Lock(s)** or **Vehicle** to an independent assessment.
- **We**, the **Administrator**, the **Claims Handler**, the **Complaints Handler** and the **Supplying Dealer** may obtain and share information concerning any claim **You** may make against this **Policy** with any **Approved Repairer**, for the purposes of administering **Your Policy** and claim.

**8. POLICY CONDITIONS**

<p><b>Mechanical Breakdown Insurance</b></p> <p><b>You</b> must comply with the following conditions to have the full protection of the Policy. If <b>You</b> do not comply with them <b>We</b> may at <b>Our</b> option cancel the <b>Policy</b> or refuse to deal with <b>Your</b> claim or reduce the amount of any claim payment.</p> <p>Duty of Care</p> <p><b>You</b> must not continue to drive the <b>Vehicle</b> after any damage or incident if this could cause further damage to the <b>Vehicle</b>.</p> <p>Fraud</p> <p><b>You</b> must not act in a fraudulent manner. If <b>You</b>, or anyone acting for <b>You</b>, make a claim under the <b>Policy</b> 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;</p>
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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** willful 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.

### **SERVICING**

The **Vehicle** must be serviced in line with the manufacturer's recommended guidelines. If the **Vehicle** has no service history, or the service history is incomplete, the **Vehicle** must be serviced by a VAT-registered garage within twelve (12) months or 12,000 miles (whichever is sooner) from the date **You** bought the **Vehicle**. It must then be serviced in line with the manufacturer's specifications, or every twelve (12) months or 12,000 miles (whichever is the sooner). The servicing must include the following.

- Changing the engine oil and filter
- Checking oil levels in the gearbox and differential, and topping them up if necessary
- Checking the coolant level and the strength of the antifreeze or inhibitor, and topping up if necessary
- Checking the timing belt (if one is fitted) and renewing it if necessary
- Replacing the brake fluid in line with the manufacturer's recommendation

The interval between services must not go over the set time or mileage by more than twenty-one (21) days or 750 miles. If any circumstances prevent the service from being carried out on time, **You** must immediately send to the **Administrator** written notice of this by 'Signed for' mail.

**You** must keep proof of each service as we may need to check it if **You** make a claim.

The only acceptable proof of servicing will be the fully detailed VAT service invoice, showing the date of the service and the mileage. **You** must keep all these invoices.

If **You** do not provide satisfactory proof of servicing, **Your Vehicle** will not be covered.

### **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.

### **Key Cover**

**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.

- All lost and stolen keys must be reported to Motorpoint Key Cover within forty-eight (48) hours of discovery of their loss or theft

- Lost and stolen keys must be reported within forty-eight (48) hours of discovery of their loss or theft to the Police, with the Crime Reference Number retained.
- The total claims in the period of insurance not to exceed the limit in the **Policy Schedule**.
- To claim for key and lock replacement five (5) days must be allowed after registering the loss of **Your** keys with the **Claims Handler**. If the keys are not found in this period a claim can be made up to £500. If keys are found within the five (5) 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.
- All receipts for key and lock replacement and call-outs must be forwarded to the **Claims Handler**.
- If keys are not lost or stolen then no claim will apply.

#### **Breakdown Cover**

**We** will provide cover if:

**You** have met all the terms and conditions within this insurance.

The information provided to **Us**, as far as **You** are aware, is correct.

The **Policy** is not transferable to any other **Vehicle**.

The driver of the **Vehicle** must remain with or nearby the **Vehicle** until help arrives.

**We** will not be held liable for any costs incurred if **You** are unable to make a connection to the contact telephone number provided.

**We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.

Motorpoint Breakdown Cover is administered by Call Assist. Should **You** wish to contact them, please send **Your** correspondence to their head office: Motorpoint Breakdown Cover, c/o Call Assist, Axis Court, North Station Road, Colchester, Essex, CO1 1UX

#### **MOT Test Cover**

**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 three (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 thirty (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 its 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** has a valid MOT certificate or is exempt i.e. **Vehicles** under three (3) years old are not required to hold **MOT Certificates**.

- The maximum benefit payable by **Us** is detailed in **Section 5 – WHAT IS COVERED** and on the **Policy Schedule**.
- If **You** are covered by any other insurance or warranty for the same or similar benefit(s) provided under this **Policy**, then **We** will only be responsible for paying a fair proportion of any benefit which **We** would otherwise be due to pay.
- **You** will be responsible for payment of any repair work completed by the **Approved Repairer** that falls outside of the scope of this **Policy**.
- The maximum benefit payable by **Us** in respect of the **Vehicle** is the claims limit on the **Policy Schedule**.
- This **Policy** shall not acquire a surrender value.
- It shall not be possible for **You** to assign or change the benefits of this **Policy** in any way whatsoever, other than as specified in **Section 10 - TRANSFERRING YOUR POLICY**.
- **We** have the right to take proceedings in **Your** name, in order to recover for **Our** benefit, the amount of any payment made under this **Policy**.
- **You** must notify the **Administrator** as soon as possible if any of **Your** details change during the **Policy** term.

## 9. ADDITIONAL 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. **Vehicle**.

### Vehicle Replacement

**We** will pay up to £30 a day [including VAT], for up to a maximum of 7 (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 the **Claims Handler**.

### Exclusions

- 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.
- We will not cover the costs of or fuel or insurance for the replacement **Vehicle**.
- We will not cover any motoring fines and congestion charges that **You** may incur

## 10. TRANSFERRING YOUR POLICY

This **Policy** cannot be transferred to another **Vehicle** or to any subsequent owner of the **Vehicle** except where ownership of the **Vehicle** is transferred to a **Family Member**. Cover may be transferred to that **Family Member** by contacting the **Administrator** within ninety (90) days of change of ownership, so long as that **Family Member** meets the eligibility criteria in **Section 3 - ELIGIBILITY**.



## 11. CANCELLING YOUR POLICY

**You** may cancel the **Policy** with the **Supplying Dealer** within thirty (30) days of the delivery date of **Your Vehicle** without financial penalty provided no claim has been submitted. Thereafter both parties must give thirty (30) days' notice of cancellation. The **Policy** has no surrender value and no premium paid will be refunded after thirty (30) days of **Your Vehicle** delivery date.

## 12. COMPLAINTS PROCEDURE

If **You** wish to make a complaint about the conduct of the sale of this **Policy**, including any information provided as part of the sale, please contact the **Supplying Dealer**.

The **Complaints Handler** handles all other complaints relating to this **Policy** on **Our** behalf. If **You** wish to make a complaint, please do so:

- by telephone on 0117 456 2443; or
- by writing to the Customer Outcome Manager at [complaints@itccompliance.co.uk](mailto:complaints@itccompliance.co.uk)

The **Complaints Handler** will acknowledge **Your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **Complaints Handler** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the **Complaints Handler** will advise **You** of **Your** rights to refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online – please see [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk); or
- by email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk); or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

**IMPORTANT:** The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

Following this complaints procedure does not affect **Your** legal rights.

## 13.SANCTIONS

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## 14. THIRD PARTY RIGHTS

Except where otherwise required by law, **You** and **We** have agreed that:

- it is not intended for any third party to this contract to have the right to enforce the terms of this **Policy**; and

- **You** and **We** can rescind or vary the terms of this contract without the consent of any third party to this **Policy**, who might seek to assert that they have rights under this **Policy**.

## 15. MISINFORMATION

When applying for insurance, varying **Your** cover, or submitting a claim, **You** or anyone acting on **Your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **Your Policy** or the payment of **Your** claim.

## 16. APPLICABLE LAW

This **Policy** shall be subject to the law of England and Wales, unless **We** and **You** agree otherwise.

## 17. COMPENSATION SCHEME

**You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company Ltd cannot meet its liabilities under this **Policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

The FSCS can be contacted:

- online by completing the form on the FSCS website [www.fscs.org.uk/contact-us/](http://www.fscs.org.uk/contact-us/); or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website [www.fscs.org.uk/contact-us/](http://www.fscs.org.uk/contact-us/).

## 18. PRIVACY AND DATA PROTECTION NOTICE

### Data Protection

Fortegra Europe Insurance Company Ltd and the **Complaints Handler** (as Joint Data Controllers) are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data.

### How We Use Your Personal Data

**We** may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

### Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other

insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

#### International Transfers of Data

**We** may transfer **Your** personal data to destinations outside of the United Kingdom or the EEA. Where **We** transfer **Your** personal data outside of the United Kingdom or the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

#### Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

#### Retention

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the **Policy**, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company Limited, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imtida, Gzira, GZR 1401, Malta or via email at [dpofficer@fortegramalta.com](mailto:dpofficer@fortegramalta.com).