EXTENDED WARRANTY

Gold Cover - Policy Handbook What You Need To Know Cars up to 10 years old / 100,000 Miles





Policy Handbook Gold Advanced Mechanical Breakdown Insurance Cover What You Need to Know May 2023

If you need to make a claim on your policy, in the first instance please call 024 7652 7847

Policy Summary

Mechanical Breakdown Insurance. Underwritten by Arch Insurance (UK) Limited. This policy summary does not contain full details and conditions of your insurance – these are located in your policy wording.

Where headings are shown in *blue italics* in this policy summary, full details can be found in your policy wording using the same headings. To help you locate these within the policy wording, please refer to the contents section detailing the main sections of the policy.

Type of Insurance and Cover

Mechanical breakdown insurance. This insurance provides cover for repair or replacement costs, incurred as a result of a breakdown in the UK as defined in the policy wording.

You are insured up to the single claim limit in respect of each claim and the total claim limit as a total for all claims. The total claim limit will be reduced by the cost of any claim during the period of insurance.

Eligibility

You are eligible for this insurance, provided at inception and during the period of insurance your vehicle:

- Is a car or light commercial vehicle up to 3500kg gross weight.
- Is permanently registered in the UK.
- Is insured by a motor insurance policy issued by an insurer authorised in the UK.
- Was imported by the manufacturer or its authorised importer into the UK.
- Is not included under the section entitled *Excluded* Vehicles.
- Is not used for any of the usage specified under the section of this cover entitled *Excluded Vehicle Uses*.
- Is not a new vehicle sold without a manufacturer guarantee.

Significant Features and Benefits

What is Covered

Subject to exclusions this insurance covers the named mechanical, electrical and electronic parts of the vehicle that were the manufacturer's original fitment.

Only components that are listed, under the *What is Covered* section are covered:

Brakes, catalytic converter, clutch, continuously variable transmission (CVT/CTX), engine, manual gearbox, automatic gearbox, casings, drive axle, electrical system, engine cooling system, engine management (ECU), front and rear suspension, fuel system (diesel and petrol), propshaft, steering (incl. power assisted steering), timing belt, wheel bearings, working materials.

Cover may be optionally extended to include:

- Factory fitted air conditioning and climate control.
- Factory fitted anti-lock braking system (ABS).
- Four wheel Drive.
- Turbocharger or supercharger.

If selected these will be shown on your policy schedule.

Other Benefits

In the event of a breakdown as defined in the policy wording, the following other benefits are automatically included, subject to single claim limit and total claim limit:

- Overnight expenses and onwards travel.
- Overseas use.
- Vehicle hire.
- Vehicle recovery.

Transfer of Ownership

You may transfer the cover available under this section to a new private owner. If the insurance is transferred to a new owner the policy will not be subject to the statutory cancellation period and there will be no premium refund.

In the event of your death, the remaining benefit of this policy may be transferred to your spouse or partner. Under no circumstances can this policy be transferred to another vehicle.

Please refer to the *Transfer of Ownership Request* section for full terms and conditions.

Significant or Unusual Exclusions or Limitations

What is Not Covered and General Conditions

- Your vehicle must be serviced in accordance with the manufacturer's requirements during the period of insurance. You must keep all service invoices as these will be needed when making a claim.
- Any repair, replacement, loss, damage or liability that can be claimed from a more specific insurance.
- The repair costs or replacement costs of components which were faulty or had suffered breakdown prior to commencement of the policy.
- Timing belts where no proof is available of the replacement of the timing belt in accordance with the manufacturer's replacement schedule.
- Any loss or damage caused by incorrect fuel.
- Any costs arising from depreciation in the value of the vehicle.
- Any loss caused by frost or the freezing of liquids unless anti-freeze has been added in accordance with manufacturer's recommendations.
- Claims arising as a result of using the vehicle for any of the *Excluded Vehicle Uses*.
- Vehicles specifically designed for primary sale in Northern, Southern and Central America.
- Wear and tear and worn out components.
- Repair or replacement of components which have not suffered a breakdown as defined in the policy wording.
- Repair or replacement of components to enable your vehicle to pass the government vehicle testing requirements (MOT).

Duration

The cover duration is variable. You may need to review this cover periodically to ensure it remains adequate for your needs. Please refer to your policy schedule which will show the duration of cover applicable.

Cancelling Your Policy

You have the right to cancel this policy at any time during the period of insurance.

If you have paid a premium for the cover and you cancel within 30 days of the receipt of the policy documentation or the commencement date, whichever is later, we will make a full refund of premium provided no claim has been made. Where a claim has been made within the first 30 days then the value of the claim will be deducted from your refund. Should this reduce the balance to zero then no refund will be payable to you.

If you cancel after the first 30 days of receipt of the policy documentation, or the commencement date, whichever is later, and no claims have been made you will be entitled to a pro rata refund for the complete unexpired months remaining of the policy after the deduction of our administration fee of \pm 30 + VAT. If a claim has been made there will be no refund of premium.

Please refer to the *Cancelling Your Policy* section for full cancellation terms and conditions.

How to Claim

Before any work is undertaken, you are required to contact the claims office so the claims procedure can be fully explained to you. To make a claim, please telephone the claims office on telephone number 024 7652 7847.

Making a Complaint

Any complaint you may have should in the first instance be addressed to Global Insurance Management Limited customer services or the claims office, as applicable.

If you have received a final written response to your complaint and it is still not resolved, you can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found in the *Making a Complaint* section of the policy wording.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

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Understanding Your Policy

This policy is underwritten by Arch Insurance (UK) Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA reference number 229887. Registered Office 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Registered in England and Wales: No. 04977362

This policy is administered by Global Insurance Management Limited in its capacity as the agent of Arch Insurance (UK) Limited. Global Insurance Management Limited is authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's website at https://register.fca.org.uk.

Please refer to **your** policy schedule for confirmation of the cover **you** have been supplied with or have purchased.

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

Your attention is drawn to the complaints procedure in the section entitled *Making a Complaint*.

The Policy

Your policy is evidence of your contract of insurance with **us**. **You** should read it carefully and keep it in a safe place.

In return for having accepted **your** premium we will, in the event of breakdown occurring in the period of insurance, provide insurance as described in the following pages and referred to in **your** policy schedule.

The policy contains details of the insurance cover **you** have been supplied with or have purchased, what is excluded from cover and the conditions of this insurance. The policy should be read in conjunction with the policy schedule.

The Policy Schedule

This must be kept with the policy and contains your details, details of the **vehicle**, details of the cover provided to **you** under this policy and the **period of insurance**. Please check that the information contained in the policy schedule is correct and that it meets your requirements. If it does not, please immediately contact the **Administrator** or the agent who arranged this insurance for **you**.

Right of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy and will appear in **bold.**

- 1. **Administrator** means Global Insurance Management Limited, whose address is 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ. Customer services telephone number: 024 7652 7842.
- 2. **Agent** means the party, person or company who has arranged this insurance on **your** behalf.
- 3. **Breakdown** means the sudden and unforeseen failure of an insured **component** arising from any permanent mechanical, electrical or electronic defect, causing sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation can be resumed.
- 4. **Claims office** means Global Insurance Management Limited, whose address is 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ. Claims telephone number: 024 7652 7847.
- 5. **Component/Components/Component(s)** means any mechanical, electrical or electronic part, which forms part of the **vehicle's** original specification.
- 6. **Excess** means the specified portion of any claim which **you** must bear the cost of before **we** will pay **our** liability. Please refer to **your** policy schedule for further details.
- 7. **Period of insurance** means the length of time that this policy operates as stated on the policy schedule.
- 8. **Repair cost** means the cost of repair materials, limited by manufacturer's cost prices, and the labour cost of repairing the **component** which has suffered **breakdown**, limited by the Autodata / Manufacturers published times.
- 9. **Repairer** means the Global Insurance Management approved or authorised **repairer** or a business involved in the servicing and repair of motor **vehicles** and light commercial **vehicles**.
- 10. **Replacement cost** means the cost of a replacement **component** of similar make and quality as the **component** that had suffered **breakdown**, including the labour cost of fitting the

new **component**, in line with the Autodata / Manufacturers published times.

- 11. **Single claim limit** is the maximum amount per claim or event that can be claimed during the **period of insurance**. Please refer to **your** policy schedule for further details.
- 12. **Total claim limit** means the maximum amount that can be claimed during the **period of insurance**. The **total claim limit** will be reduced by the amount of any valid claim(s) during the **period of insurance**. Please refer to **your** policy schedule for further details.
- 13. Total loss means any claim where the total claim limit has been paid out by us.
- 14. **Vehicle** means only the vehicle as stated on the policy schedule. Please refer to the Excluded Vehicles section for details of **vehicles** excluded from cover.
- 15. **We/Us/Our** means Arch Insurance (UK) Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA reference number 229887. Registered Office 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Registered in England and Wales: No. 04977362.
- 16. Wear and tear means the gradual deterioration associated with the use, age and mileage of the **vehicle**.
- 17. **Worn out** describes **components** which have reached the end of their normal effective working lives because of their age and/or usage.
- 18. **You/your** means the policyholder named on the policy schedule.

What is Covered

This insurance covers the **vehicle** against **breakdown** in the UK of mechanical and electrical **components** listed under the following headings. Any item not specifically mentioned is not covered. Please refer to the What is Not Covered section.

Any claim is subject to the **single claim limit**, **total claim limit**, **excess**, conditions and exclusions set out in this policy.

Please note: This mechanical breakdown insurance does not cover failure due to wear and tear or impact damage.

Automatic and CVT transmissions

All **components** contained within the transmission casing.

Brakes

Master cylinder, wheel cylinders, restrictor valve, calliper seals and servo (excluding seized callipers).

Casings

The following casings are only covered if their failure is a direct result of a failure of a covered **component** and will constitute part of the total claim subject to the policy limits: Cylinder block, cylinder head, gearbox casing, axle housing.

Catalytic converter

The cost of replacement of the insured **vehicle**'s catalytic converter(s) following failure of the exhaust gas to meet the relevant in-service emissions standard subject to the following:

1. The catalytic converter being found to be no longer serviceable.

- 2. The results of the failed test being made accessible to the **claims office** before authorisation is requested.
- 3. The results printed out from a successful test following the replacement is submitted to the **claims office** with the repair invoice.

Clutch

Centre plate, pressure plate, release bearing, master and slave cylinders (excluding burnt out parts and **wear and tear**).

Engine

The rocker assembly, including hydraulic followers, inlet and exhaust valves (except carbonised, burnt, pitted and sticking valves), springs and guides, cylinder head gasket, push rods, camshaft and followers, timing gears and chains (excluding tensioner), oil pump, pistons and rings, con-rods, gudgeon pins and bearings, crankshaft and bearings, inlet manifold, flywheel and ring gear.

Manual gearbox

All internal **components** contained within the transmission casing.

Drive axle

Internal crown wheel and pinion, gears, shafts, bearings and bushes, thrust washers and spacers, drive shafts, propshaft, half shafts, including constant velocity joints, hubs, universal joints and couplings (excluding gaiters).

Electrical system

Starter motor, starter solenoid, alternator, coil, window and sun roof motors, electric window switches, sunroof switch, central locking motor and pump, heater fan motor, indicator flasher relay, distributor, front and rear windscreen wiper motors, electrical fuel pump, windscreen washer motors, electronic ignition amplifier, thermostatically-controlled radiator fan motor, horn, multi-function stalk switch and tank sender unit.

Engine cooling system

Water pump, viscous fan coupling, thermostat and thermostat housing, expansion tank, heater matrix, oil cooler, and radiator are covered for **breakdown** (excluding frost damage).

Engine management (ECU)

Engine electronic control unit.

Front and rear suspension

Hydro pneumatic spheres, coil springs, upper and lower wishbones and ball and swivel joints (excluding bushes).

Fuel 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, carburettor, automatic choke, lift pump, mechanical fuel pump (excluding **breakdown** as a result of contamination or failure to meet current emission legislation).

Steering (incl. power assisted steering)

Steering rack and pinion, steering box, pump and idler box (excluding power steering belts, external links and joints, rubber boots, swivel pins and oil leaks).

Timing belt

If the timing belt has been changed in accordance with the time or mileage requirements specified by the manufacturer (receipt required) it will be covered against mechanical **breakdown**.

Wheel bearings

Front and rear wheel bearings.

Working materials

Should any authorised repair to any of the above **components** require essential replacement or topping up of

lubricants, oils or coolant or replacement of the oil filter these shall be covered as part of the total claim, within the policy limits.

Optional Benefits

The following items will only be covered against **breakdown** if noted on the policy schedule.

Factory fitted anti-lock braking system (ABS)

All **components** are covered against breakdown (excluding pipes, connectors, wiring).

Factory fitted air-conditioning and climate control

All **components** are covered against **breakdown** excluding pipes, connectors, wiring and the receiver drier. In the event of a **breakdown** of a covered **component** which necessitates the re-gassing of the air-conditioning system **we** will contribute up to £40 (including VAT) towards this. Routine maintenance and gassing is not covered.

Four wheel drive

All **components** within the transfer box and casing are covered against **breakdown** (excluding pipes, connectors and wiring).

Factory fitted turbocharger or supercharger

All internal **components** are covered against **breakdown** providing they are of original manufacturer's fitment, including the waste gate if this cannot be bought separately.

Policy Limits

Single claim limit

Please refer to **your** policy schedule for the **single claim limit** applicable to this policy.

Total claim limit

Please refer to **your** policy schedule for the **total claim limit** applicable to this policy. The **total claim limit** will be reduced by the cost of any claim(s) during the **period of insurance**.

Other Benefits

This insurance also includes the following benefits, subject to the **General Conditions, Claims Conditi**ons and **What is Not Covered** by this policy.

These benefits are provided within the **single claim limit** and **total claim limit**.

You will have to pay the bill and provide **us** with a VAT receipt as part of a valid claim following a **breakdown**.

Vehicle Recovery

This insurance covers **vehicle** recovery to the nearest **repairer** following **breakdown** of any **component** of the **vehicle** covered by this insurance, subject to a maximum of £50 (including VAT) per **breakdown**. The method of recovery must prevent any further damage to the **vehicle**.

Vehicle Hire

If **your vehicle** suffers a **breakdown** and the manufacturer's standard repair time is in excess of 8 hours, **we** will pay a contribution of up to £30 (including VAT) per day for a maximum of 7 days towards the cost of hiring a similar **vehicle**. In this situation, the hire period is to begin no earlier than 24 hours after the **breakdown** occurring.

A contribution towards **vehicle** hire is specifically excluded when **your vehicle** is off the road and repairs are unable to commence or be completed due to non availability of parts, space or labour, with the exception of repairs involving the replacement of engine and gearbox assemblies in the event that they have to be ordered from the supplier.

Please note that **we** will not pay for:

- Hire costs within the first 24 hours following **breakdown**.
- Hire costs in excess of the 7 day allowance.
- Charges incurred for fuel, collision damage waiver, insurance or other fees.

We cannot be held responsible should hire be refused for any reason.

Overnight Expenses and Onward Travel

In the event that authorised repair or replacement of a **component** cannot be completed on the day of **breakdown**, necessitating an unscheduled overnight stay, **we** will pay up to a total of £100 (including VAT) towards overnight accommodation. The overnight expenses limit of £100 (including VAT) is on a room only basis per **breakdown**.

Alternatively **we** will, at **our** discretion, pay up to a total of £100 (including VAT) towards onward travel to **your** original destination.

Overseas Use

This policy covers overseas use for a maximum of 60 days continual use during the total **period of insurance**, subject to the following:

- 1. You must pay the **repairer** and claim reimbursement direct from **us** by sending the **claims office** a receipted claim invoice.
- 2. The other terms, conditions and exclusions of this policy.
- 3. The **repair cost** or **replacement cost** will be reimbursed at the exchange rate applicable on the date **you** paid the **repairer**.

Transfer Request

This policy may only be transferred with the **vehicle** direct to a new private owner. Application must be made to the **Administrator** at the time of the change of ownership. Under no circumstances can this policy be transferred to another **vehicle** or to/via any member of the motor trade. If the insurance is transferred to a new owner the policy will not be subject to the statutory cancellation period and there will be no premium refund.

In the event of **your** death, the remaining benefit of this policy may be transferred to **your** spouse or partner.

Please refer to the *Transfer of Ownership Request* section for full terms and conditions.

What is Not Covered

The following are excluded from cover provided under this policy:

- 1. Any **component** not specifically listed under each section heading.
- 2. The **excess** Please refer to **your** policy schedule for details of any **excess** which may apply.
- 3. Bodywork, panels, paint, exterior and interior trim, bright work, glass of any description, alarm systems, entertainment and communications systems, remote control transmitters and receivers, airbag system, tyres, exhaust system and manifold, wiper blades, brake linings, discs and drums, belts not specifically listed, batteries, wiring, printed circuits and bulbs.

- 4. Any costs related to adjustments or diagnostic work.
- Any costs incurred in excess of or outside the liability under this insurance. It is **your** responsibility to meet any **repairer** charges in excess of, or rejected as not being **our** liability.
- 6. Any costs resulting from using **your vehicle** for any usage in the Excluded Vehicle Uses section.
- 7. Any costs arising from depreciation in the value of the **vehicle**.
- 8. **You** are not covered for any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated as covered by this policy.
- 9. Any liability where the **vehicle** is found to be unfit for the purpose for which it was intended, is not as described or is not of satisfactory quality.
- 10. Air-conditioning and climate control The receiver drier and costs over £40 (including VAT) in respect of re-gassing the air-conditioning system in the event of breakdown necessitating the system to be re-gassed. Routine maintenance or re-gassing is not covered.
- 11. Catalytic converter **Repair costs** or **replacement costs** if **breakdown** of the catalytic converter is due to impact or other accidental damage, loose or noisy baffles within the catalytic converter or as a result of contamination due to the use of incorrect fuel.
- 12. Damage to the **vehicle** or its **component(s)**:
 - a) Where the fault or damage occurred due to the **vehicle** being driven following the initial failure.
 - b) Caused by fire, theft or attempted theft, impact, any road traffic accident, accidental damage, lack of lubrication or fluids, damage caused during recovery, or by failure of mountings and fixings of any description.
 - c) Caused by frost, corrosion, contamination, or the freezing of any liquids, or caused by the use of incorrect fuel, or a grade of fuel or lubricant not recommended by the manufacturer of the **vehicle**.
 - d) Of any nature arising directly or indirectly, in whole or in part, due to any misuse, act or omission which is wilful, unlawful or negligent on **your** part.
 - e) Caused by carbonised, burnt, pitted and sticking valves.
 - f) Skimming and de-coking of the cylinder head.
 - g) Incurred whilst **your vehicle** is outside the UK for more than 60 days consecutively.
- 13. External linkage, joints or swivel pins.
- 14. Cylinder head cracks.
- 15. Faults in workmanship, materials or repairs paid for by **us** on **your** behalf.
- 16. Loss or damage to any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other

electrical or electronic system directly or indirectly caused by computer viruses.

- 17. The failure or fear of failure or inability of any equipment or any computer programme, whether or not **you** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date.
- 18. Oil leaks.
- 19. **Replacement costs** or **repair costs** where damage is due to an uninsured **component** failure.
- 20. Service items including but not limited to: distributor cap, gaiters, boots, rotor arm, condensers, points, high tension leads, spark plugs, wiper blades, filters, bulbs, belts, pipes, joints, seals and diesel particulate filter.
- 21. Anti-freeze, fluids and grease, fuel or oils (unless replacement is necessary following the **breakdown** of a **component** which forms part of a valid claim accepted by **us**).
- 22. The cost of supplying items not insured under this policy which are required to be replaced as part of an authorised claim under this policy.

23. The **repair costs** or **replacement costs** of **components**:

- a) Which were faulty or had suffered a **breakdown** prior to commencement of the policy.
- b) Where the repair, replacement, loss, damage or liability is claimable on a more specific insurance.
- Necessitated due to inherent faulty design, manufacturing fault or following a recall by the manufacturer.
- d) The replacement or adjustment of any parts to enable **your vehicle** to pass a Department of Transport MOT test or to meet current emission legislation.
- e) Where the **breakdown** was caused by, or occurring to, any modification from the manufacturer's specification, any accessory or equipment not fitted and supplied with the **vehicle** at the time of manufacture and any experimental equipment whether or not supplied by the manufacturer.
- 24. Timing belt where no proof is available of the replacement of the timing belt in accordance with the manufacturer's replacement schedule.
- 25. VAT where you are VAT registered.
- 26. Wear and tear generally, and worn out components.
- 27. Wheel alignment and balancing and adjustments to suspension.

Excluded Vehicles

The following vehicles and usages are excluded from cover provided under this policy.

Vehicles:

- Modified from the manufacturer's specification.
- Which include any experimental equipment, whether or not supplied by the manufacturer.

- Owned temporarily or otherwise (resulting from tradein or acquisition for the purposes of resale) by a lease company or business formed for the purposes of selling or servicing motor vehicles.
- Designed to carry more than eight people including the driver.
- Over 3500kg gross weight.
- Which are classified as non-passenger cars, motor caravans, caravans, kit cars or replica cars.
- Specifically designed for primary sale in Northern, Southern and Central America.
- Powered by rotary engine, fuel cell, Liquid Petroleum Gas (LPG), Compressed Natural Gas (CNG).

Excluded Vehicle Uses

Any **vehicle** used for competition, trial (other than treasure hunts), track days, rally, racing, pace making or off road use. Any **vehicle** used for hire or reward, transportation of goods, driving school, delivery courier and emergency or recovery services.

Claims Conditions and How to Make a Claim

You must comply with the following conditions and 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.
- Reduce the amount of the claims payment.

If **breakdown** occurs please help the **claims office** by reporting **your** claim according to the following procedure. All claims must be made as soon as reasonable and in any case, no more than 30 working days after the **breakdown** has occurred.

Prevent Further Damage

In the event of any incident, **breakdown** or operation of a warning hazard light, **you** must not drive the **vehicle** further.

Fraud Claims and Cancellation

If **you** or anyone acting on **your** behalf:

- Makes a false, fraudulent or exaggerated claim.
- Supports a claim with false or fraudulent documents, devices or statements, even if the claim itself is genuine; and/or
- Makes a claim for loss which was deliberately caused by **you** or anyone acting on **your** behalf.

We shall, at our absolute discretion:

- Refuse to pay the whole of the claim.
- Recover from **you** any sums which **we** have already paid in connection with the claim; and/or
- Terminate the Policy with effect from the date when the fraud was committed.

We shall not refund any premium if **we** know or have reasonable grounds to suspect that fraud has been committed.

Insurance Act / Duty of Fair Presentation

Information you have given us [Consumer/CIDRA]

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have

given us. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims and **we** will not return the premium paid.

If **we** establish that you carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- Treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered; or
- Amend the terms of **your** insurance. **we** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- Charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- Cancel **your** insurance in accordance with the "Cancelling Your Policy" section.

We or your insurance broker will write to you if we:

- Intend to treat this insurance as if it never existed; or
- Need to amend the terms of **your** insurance; or
- Require **you** to pay more for **your** insurance.

Non-Assignment

You may not assign or transfer any rights under the policy without **our** prior written consent.

Sanctions

We shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit under the policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Transfer of Rights

We may at **our** sole option take any steps in **your** name against any person to recover any money **we** pay in settlement of **your** claim. **You** must give **us** all assistance necessary.

Contact the Claims Office

Before any work is undertaken, **you** are required to contact the **claims office** so that the claims procedure can be fully explained to **you**.

The claim notification telephone number is

024 7652 7847. Calls are recorded and monitored.

Claims Authorisation

For claims authorisation, the **repairer** must confirm:

- Your policy number and vehicle details.
- The exact mileage of **your vehicle** at the time of **breakdown**.

• The cause of **breakdown**.

and:

- Provide an itemised **repair cost** estimate.
- Provide a full service history from inception of cover.

Cause of Breakdown Uncertain?

If the cause of the **breakdown** is uncertain, dismantling work may be necessary.

- If this reveals that the **breakdown** is covered by this policy and the claim is duly authorised, **we** will pay the dismantling costs.
- If work reveals that the **breakdown** is not covered, **you** must pay the costs incurred.

Only **you** may give permission for dismantling work and you do so in the knowledge that **you** will be responsible for the costs incurred if the fault is not covered.

This policy does not cover any costs related to diagnostic work. Diagnostics relates to the electronic device plugged into your vehicle to diagnose specific problems.

For claims involving a catalytic converter, details must be provided to the **claims office** of the results of the tests conducted showing the failure of **your vehicle** to pass an exhaust gas emissions test prior to replacement along with the result of the successful re-test after the replacement of the catalytic converter to **your vehicle**.

For all claims involving a timing belt **breakdown**, **we** require proof that the timing belt has been changed in accordance with the time or mileage requirements specified by **your vehicle** manufacturer. A copy invoice for the change of the timing belt will be required showing the date of timing belt change and the odometer reading of **your vehicle** at this time.

If the claim is covered by this policy, verbal authorisation will be given by the **claims office** 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. Authorisation of repairs will remain valid for 90 days.

If any part of **your** claim is declined **you** may request the reason in writing, please contact the **claims office**.

Use of an Engineer

At notification of any claim, or following receipt of the estimate, the **claims office** reserves the right to:

- Instruct an engineer to inspect **your vehicle** before authorising any claim.
- Inspect any insured **components** which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been authorised or carried out.

When this right is exercised **we** shall have no liability for any loss incurred by **you** arising from any possible delay. Any decision on liability will be withheld until the engineer's report is received.

Salvage

We accept no liability for the disposal of **your vehicle** or any parts of it in any event.

Components

We reserve the right to use guaranteed original equipment manufacturer (OEM), factory, reconditioned or exchange units in the repair of **your vehicle**.

Payment of Repairs

a) Authorised Repairs

In most circumstances there will be no need for **you** to pay the repairer, as we will pay them directly up to the authorised **repair cost** or **replacement cost**.

If we are paying the **repairer** direct they must send the **claims office** an itemised repair invoice stating the claim authority number. They will be reimbursed up to the authorised **repair cost** or **replacement cost**. **You** will be liable for any costs incurred in excess of or outside of the liability of this insurance.

Occasionally a **repairer** will ask for payment directly from **you**. Where **you** have paid the **repairer**, and **we** have authorised **your** claim in advance, **we** will reimburse **you** up to the authorised **repair cost** or **replacement cost** if **you** send the claims office the receipted and itemised invoice.

In the event of breakdown outside of the UK:

- 1. You must pay the **repairer** and claim reimbursement direct from **us** by sending the **claims office** a receipted claim invoice.
- 2. All other terms, conditions and exclusions of this policy and the general conditions and exclusions of this policy apply.
- 3. The **repair cost** or **replacement cost** will be reimbursed at the exchange rate applicable on the date **you** paid the repairer.

If requested by the **claims office**, copies of service invoices should be attached to the repair invoice when sent for payment.

b) Unauthorised Repair or Replacement

Should **you** decide to give permission to the **repairer** to commence work, without obtaining an authorisation number from the **claims office**, **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 agree cover, inspect the **vehicle** and manage costs prior to its repair.

You will have to pay the bill in full and submit to the **claims** office for consideration.

When You Collect Your Vehicle

If **you** are aware, or believe, that the repair is not satisfactory do not accept **your vehicle** and advise the **claims office** immediately.

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.
- Reduce the amount of the claims payment.

1. Servicing Requirements

Your vehicle must be serviced at a **repairer** in accordance with the manufacturer's recommendations detailed in the **vehicle** servicing handbook 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.

2. Timing Belts

The timing belt on **your vehicle** must be changed in accordance with the manufacturer's recommendations within a tolerance of 30 days or 1,000 miles whichever occurs first, of the stipulated change interval. It is **your** responsibility to establish **your vehicle** manufacturer's timing belt change schedule and to comply with it by both time and mileage whichever is the sooner.

You should obtain acceptable proof that this work has been carried out as **you** will need to produce this in the event of a claim. Acceptable proof will be a copy invoice for the change of the timing belt showing the date the timing belt was changed and the odometer reading of **your vehicle**.

3. Vehicle Checks

Between services **you** must ensure that the regular **vehicle** checks are carried out, as recommended by the manufacturer and stated in the servicing handbook, for example: fluid level checks.

4. Changes in Your Circumstances

You must notify **us**, as soon as possible, of any of the following changes to **your** circumstances, as these may affect this insurance: change of address, change of registration number, change of use or change of ownership. **We** will then advise **you** of any change in terms.

5. Vehicle Registration

Your vehicle must be permanently registered in the UK during the **period of insurance** and insured by a motor insurance policy issued by an insurer authorised in the UK during the **period of insurance**.

Cancelling Your Policy

You may cancel this policy at any time, if **you** received this policy free of charge there will be no refund of premium.

Statutory Cancellation Rights

If **you** have paid a premium for the cover and **you** cancel within 30 days of the receipt of the policy documentation or the commencement date, whichever is later, **we** will make a full refund of the premium provided no claim has been made.

Where a claim has been made within the first 30 days then the value of the claim will be deducted from **your** refund. Should this reduce the balance to zero then no refund will be payable to **you**.

You should contact the **agent** to arrange the premium refund. The **agent** will refund your premium to **you** after authorisation from **us**. After receipt of **your** instructions no further claim payments will be made for any incident likely to result in a valid claim being made, whether notified to us or not at the time of **us** receiving **your** instructions.

Cancellation Outside the Statutory Period

If **you** cancel this policy after the first 30 days of receipt of the policy documentation or the commencement date, whichever is later, and no claims have been made **you** will be entitled to a pro rata refund for the complete unexpired months remaining of the policy after the deduction of **our** administration fee of £30 + VAT. If a claim has been made there will be no refund of premium.

We will calculate **your** refund from the date we receive **your** instruction to cancel.

You may cancel this policy by providing notice to the administration office in either of the following ways:

Telephone Number: 024 7652 7846

Address: Administration Office, Global Insurance Management Ltd, 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ.

Email Address: cancellations@globalim.co.uk

After receipt of **your** instructions no further claim payments will be made for any incident likely to result in a valid claim being made, whether notified to **us** or not at the time of **us** receiving **your** instructions.

Cancellation by Us

We reserve the right to cancel the policy by providing 90 days prior written notice by registered post to **your** last known address. If **we** cancel **your** policy **we** will retain an amount of premium for the number of expired months cover and refund the balance calculated on the complete unexpired months to **you**, at **your** last known address.

Making a Complaint

We aim to provide the highest standard of service to every customer. If **our** service does not meet **your e**xpectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. The following will help **us** understand **your** concerns and give **you a fair response.**

Making Your Complaint

If **your** complaint relates to a claim on **your** policy, please contact:

Claims Office, Global Insurance Management Limited, 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ.

Tel: 024 7652 7847 Email: complaints@globalim.co.uk

If your complaint relates to your policy, please contact:

Customer Services, Global Insurance Management Limited, 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ.

Tel: 024 7652 7842 Email: complaints@globalim.co.uk

When **you** make contact please provide the following information:

- Your name, address and postcode, telephone number and e-mail address (if you have one);
- Your policy and/or claim number, and the type of policy you hold;
- The reason for your complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

If **we** cannot resolve **your** complaint **you** may refer it to the Financial Ombudsman Service at the address given below.

The Financial Ombudsman Service, Exchange Tower, London, 0E14 9SR

Tel: 0300 123 9123 or 0800 023 4567 Fax: 020 7964 1001 Email: complaint.info@financial-ombudsman.org.uk

Our Promise to You

We will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep you informed of progress.
- Do everything possible to resolve **your** complaint.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be recorded or monitored. Call costs may vary depending on **your** service provider.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event we cannot meet **our** obligations to **you**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Data Protection / Fair Processing

We and the **Administrator** are the data controller(s) (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which will be available on our website https://www. archcapgroup.com/privacy-policy/

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In summary:

We and the Administrator may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details, date of birth and cover required.
- Financial information such as bank details.
- Details of any claim.

We and the **Administrator** collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). This

transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We and the **Administrator** will keep **your** personal information only for as long as we believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We and the Administrator will share your information if we are required to by law. We may share your information with enforcement authorities if they ask us to, or with a third party in the context of actual or threatened legal proceedings, provided we can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** Privacy Notice, please contact:

Group Data Protection Officer

Arch Managing Agency Limited 5th Floor 60 Great Tower Street London EC3R 5AZ UK Email: DPO@archinsurance.co.uk

Transfer of Ownership Request Mechanical Breakdown Insurance

Should **you** sell **your vehicle** to another person, excluding a motor trader, the unexpired portion of the policy can be transferred to the new owner, subject to Arch Insurance (UK) Limited approval. Unfortunately it is not possible to transfer this policy to a motor trader. Transfer to the new owner can only occur if, as at the date of the transfer request, **you** have complied with all terms and conditions of this policy, in particular the *General Conditions* relating to servicing and the change of any timing belts fitted to the **vehicle**.

In the event of your death, the remaining benefit of this policy may be transferred to **your** spouse or partner if they become the owner of the **vehicle** insured under this policy. Proof in the form of a death certificate and change of registered keeper will be required before any remaining benefit will be transferred.

All You Need To Do

Fill in the details as set out below and return the complete policy document within 30 days of assuming ownership. Please send evidence of servicing to:

Global Insurance Management Limited, 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ.

The new owner will then be sent a policy document complete with a new policy schedule to cover the unexpired period of the original cover. Any documentation supplied as evidence of servicing will be returned to the new owner.

Important Note To The New Owner

Please ensure that the *General Conditions* relating to servicing and the change of any timing belts fitted to the **vehicle** under this policy have been adhered to. If they have not, the cover under this policy will be invalid.

If the insurance is transferred to a new owner the policy will not be subject to the statutory cancellation period and there will be no premium refund.

Policy Number:	Registration Number:
New Owners Surname:	Initials:
Address:	
Address:	
Postcode:	Recorded Mileage at Date of Transfer:
Tel No:	Date of Transfer:
Policyholders Signature:	Date:
New Owners Signature:	Date:
By signing this transfer request form I accept all the terms and conditions of this policy.	

Please provide documentary confirmation from the vehicle insurance policy provider confirming the vehicle has been replaced under their cover.

Documentary confirmation can be in the form of a letter or faxed header from the relevant party replacing the vehicle confirming the original registration and the new vehicle details. A copy of the sales invoice for the replacement vehicle needs to be forwarded with this Replacement Vehicle Form.

If the vehicle has been financed Arch Insurance (UK) Limited will not be liable for any increase in finance owing due to an upgrade in vehicle.

Your signature

Date