

MECHANICAL BREAKDOWN INSURANCE

Your Policy
Monthly Cover
July 2009 Edition

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Respect – With over 100 years' experience, AXA is a world leader in financial protection and wealth management.

Financial protection – AXA Group worldwide manages funds worth over €1,281 billion (as at December 2007), on behalf of 67 million customers worldwide.

Global stability – We operate in 53 countries spanning Europe, North and South America, Africa, the Middle East, the Far East and Australasia.

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Customer focus – At AXA Insurance we design our products around your needs. Whether it's motor, home, travel or pet insurance you're looking for, we can provide high quality cover. With our expertise, you can get on with the more important things in life, like living it.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.



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If you need to make a claim on your policy, in the first instance please call 024 7652 7810.

Policy Summary

keyfacts[®]

Mechanical Breakdown Insurance. Underwritten by AXA Insurance UK plc.

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 page detailing the main sections of the policy.

Type of Insurance and Cover

Mechanical breakdown insurance for cars and light commercial vehicles up to 3500 kg gross vehicle weight. 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 sum insured as a total for all claims. The sum insured 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:

- Has a full service history in accordance with the vehicle manufacturer's recommendations, as detailed in the servicing handbook for the vehicle. If your vehicle does not have a full service history, your vehicle must be serviced in accordance with the manufacturer's recommendations within 28 days of the date of commencement of the policy.
- Is a car or light commercial vehicle up to 3500 kg gross weight.
- Has had its timing belt changed in accordance with the manufacturer's recommendations, as detailed in the servicing handbook for the vehicle.
- 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 uses specified in the *Excluded Vehicle Uses* section.
- 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, turbocharger or supercharger, manual gearbox, automatic gearbox, four-wheel drive transfer box, 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, factory-fitted air conditioning and climate control, factory-fitted anti-lock braking system (ABS).

Claims for mechanical or electrical breakdown of insured components due to wear and tear will be covered. (see definitions section in the policy wording for definition of breakdown)

NOTE: This policy does not cover the repair or replacement of components which have suffered wear and tear where no breakdown has occurred.

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 sum insured.

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

Significant or Unusual exclusions or limitations

Betterment

You will be required to contribute to the repair or replacement costs in accordance with the table of contributions in the *Betterment* section.

Mechanical Breakdown Insurance Policy

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 claims occurring in the first 28 days following the start date. This does not apply after the first renewal of the policy.
- Any repair or replacement after a breakdown that can be claimed from any more specific insurance or guarantee.
- 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 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.
- 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

This is a monthly renewable policy so cover will apply for a period of one month from the date of commencement. It shall be renewed automatically every month for which the premium is received and accepted by us, until the cover ends as described in your policy document under **Policy Duration/When Cover Ends**.

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 14 days of the receipt of the policy documentation, we will make a full refund of premium.

If you cancel after the first 14 days of cover or if you have not paid a premium for the policy, then no refund of premium will be given. Please refer to the **Cancelling Your Policy** section for full cancellation terms and conditions.

Claim Notification

To make a claim, please telephone the claims office on telephone number 024 7652 7810.

Making Yourself Heard

Any complaint you may have should in the first instance be addressed to A1 Warranty Services customer services or the claims office, as applicable.

If you are not satisfied with the way in which your complaint has been dealt with, you should write to the Head of Customer Care at AXA Insurance UK plc.

If the complaint 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 Yourself Heard** section of the policy wording.

Financial Services Compensation Scheme (FSCS)

AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme.

Compensation under the scheme for:

- Compulsory insurance is covered in full.
- Non-compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold.

Full details are available at www.FSCS.org.uk

Understanding Your Policy

This policy is underwritten by AXA Insurance UK plc, Registered in England No. 78950. Registered Office: 5 Old Broad Street, London, EC2N 1AD. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

The **policy** is administered by A1 Warranty Services Ltd on behalf of AXA Insurance UK plc. A1 Warranty Services Ltd is an appointed representative of Global Insurance Management Ltd. Global Insurance Management Ltd is authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

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 Yourself Heard.

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**.

The Law Applicable to This Policy

You and **we** are free to choose the laws applicable to the **policy**. As **we** are based in England, **we** propose to apply the laws of England and Wales and by receiving or purchasing this **policy** **you** have agreed to this.

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 A1 Warranty Services Limited, whose address is 3rd Floor, 4 Copthall House, Station Square, Coventry CV1 2FL. Customer services telephone number: 024 7652 7812.
 2. **Agent** means the party, person or company who has arranged this insurance on **your** behalf.
 3. **Betterment** means the amount of any **repair cost** or **replacement cost** which **you** may be required to pay depending on the mileage travelled by **your vehicle** since first registration.
 4. **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.
 5. **Claims office** means A1 Warranty Services Limited, whose address is 3rd Floor, 4 Copthall House, Station Square, Coventry CV1 2FL. Claims telephone number: 024 7652 7810.
 6. **Component(s)** means any mechanical, electrical or electronic part, which forms part of the **vehicle's** original specification.
 7. **Date of commencement** means the start date of this cover, stated on **your** policy schedule.
 8. **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.
 9. **Expiry date** means the earliest of the following dates:
 - a) The date on which **you** fail to pay **your monthly premium** when it becomes due.
 - b) The date **we** cancel **your policy** on receipt of **your** authority.
 - c) The date **we** cancel **your policy** following at least 21 days written notice from **us**.
 - d) The date on which **your** circumstances change if any such change renders the cover invalid.
 - e) The **expiry date** as stated on **your** policy schedule.
 10. **Monthly premium** means the premium shown on **your policy** schedule that **you** pay monthly by Direct Debit.
 11. **Period of insurance** means the length of time that this **policy** operates as stated on the policy schedule as determined by the **expiry date**.
 12. **Policy** means **your** policy document and most recent policy schedule which includes any endorsements.
 13. **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.
 14. **Repairer** means the A1 Warranty Services approved or authorised repairer or a business involved in the servicing and repair of motor vehicles and light commercial vehicles.
 15. **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.
 16. **Single claim limit** is the maximum amount per claim or event that can be claimed in the **period of insurance**. Please refer to **your** policy schedule for further details.
 17. **Sum insured** means the maximum amount that can be claimed in total within 12 months of the **date of commencement** of this insurance as shown on **your** policy schedule and each subsequent 12 month period thereafter. The **sum insured** 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.
 18. **Total loss** means any claim where the **sum insured** has been paid out by **us**, or where **your vehicle** has been replaced as part of a claim due to repair of **components** being deemed uneconomical by **us**.
 19. **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.
 20. **We/us/our** means AXA Insurance UK plc. Registered in England No. 78950. Registered Office: 5 Old Broad Street, London EC2N 1AD.
 21. **Wear and tear** means the gradual deterioration associated with the use, age and mileage of the **vehicle**.
 22. **Worn out** describes **components** which have reached the end of their normal effective working lives because of their age and/or usage.
 23. **You/your** means the policyholder named on the policy schedule.
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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, sum insured, excess, betterment**, conditions and exclusions set out in this **policy**.

Please note: This mechanical breakdown insurance does not cover failure due to 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).

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, 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.

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 wastegate if this cannot be bought separately.

Wear and tear

Claims for **breakdown** of **components** due to **wear and tear** will be covered.

Note: This **policy** does not cover **wear and tear** where no **breakdown** has occurred.

Policy Limits

Single claim limit

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

Sum Insured

Please refer to **your** policy schedule for the **sum insured** applicable to this **policy**. The **sum insured** will be reduced by the cost of any claim(s) within 12 months of the **date of commencement** as shown on **your** policy schedule and each subsequent 12 month period thereafter.

Other Benefits

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

These benefits are provided within the **single claim limit** and **sum insured**. **You** will have to pay the bill and provide **us** with a bona fide 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**.

Betterment

This **policy** is an insurance of indemnity. The purpose of this insurance is to place **you** in the same financial state after a loss as **you** were in before the loss occurred.

As a result, **you** are required to contribute to the **repair cost** or **replacement cost** of parts only, in accordance with the following table dependant on the distance travelled by **your vehicle** since first registration. There will be no contribution required towards the cost of labour.

| | |
|--|---|
| Distance travelled by your vehicle since first registration at breakdown | Replacement parts only - Contribution you are required to make to the repair cost or replacement cost of parts only. |
| Up to 60,000 miles travelled from first registration | no contribution required to parts and/or labour costs |
| 60,001 to 70,000 miles travelled from first registration | 10% of the repair cost or replacement cost of covered parts only. |
| 70,001 to 80,000 miles travelled from first registration | 20% of the repair cost or replacement cost of covered parts only. |
| 80,001 to 90,000 miles travelled from first registration | 30% of the repair cost or replacement cost of covered parts only. |
| 90,001 to 100,000 miles travelled from first registration | 40% of the repair cost or replacement cost of covered parts only. |
| Over 100,000 miles travelled from first registration | 50% of the repair cost or replacement cost of covered parts only. |

What is Not Covered

The following are excluded from cover provided under this **policy**:

1. The **excess** - Please refer to **your** policy schedule for details of any **excess** which may apply.
2. Any items noted during the last service as requiring repair or replacement or any items noted on **your** service record as being an advisory repair or replacement.
3. Any claim arising within the first 28 days from the **date of commencement**. This exclusion does not apply after the **policy** has been renewed.
4. Any **component** not specifically listed under each section heading.
5. Oil leaks (internal and external).
6. Any costs related to adjustments or diagnostic work.
7. Any costs incurred in excess of, or outside of, the liability under this insurance. It is **your** responsibility to meet any **repairer** charges in excess of, or rejected as not being **our** liability.
8. Any costs resulting from using **your vehicle** for any usage in the Excluded Vehicle Uses section.
9. Any costs arising from depreciation or diminution in the value of the **vehicle**.
10. **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**.
11. 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.
12. **Air-conditioning and Climate Control**
The receiver drier and costs over £40 inclusive of 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.
13. **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.
14. 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.
15. External linkage, joints or swivel pins.
16. Cylinder Heads: Cracks.
17. Faults in workmanship, materials or repairs paid for by **us** on **your** behalf.
18. Failure of fixings of any description i.e. nuts, bolts, etc.
19. 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.
20. The failure or fear of failure or inability of any equipment or any computer program, 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.
21. 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 and seals.
22. Anti-freeze, fluids, grease and fuel or oils (unless replacement is necessary following the **breakdown** of a **component** which forms part of a valid claim accepted by **us**).
23. 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**.
24. The **repair costs** or **replacement costs** of **components**:
 - a) Which were faulty or had suffered a **breakdown** prior to **date of commencement** of the **policy**.
 - b) Where the repair, replacement, loss, damage or liability is claimable on a more specific warranty or guarantee.
 - c) 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.
 - f) Where damage is due to an uninsured component failure.
25. **Timing belt** – where no proof is available of the replacement of the timing belt in accordance with the manufacturer's replacement schedule.
26. VAT where **you** are VAT registered.
27. Wheel alignment and balancing and adjustments to suspension.

Excluded Vehicles

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

Vehicles:

- Not designed and manufactured to UK specifications.
- Modified from the manufacturer's specification.
- Which include any experimental equipment, whether or not supplied by the manufacturer.
- Owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a lease company or business formed for the purposes of selling or servicing motor vehicles.
- 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 (except Mazda RX8).
- Powered by fuel cell or Liquid Petroleum Gas (LPG).

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.

Policy Duration/When Cover Ends

This is a monthly renewable **policy** so cover will apply for a period of one month from the **date of commencement**. It shall be renewed automatically every month for which the premium is received and accepted by **us** and continue until:

- Cancelled in writing by either party.
- The **expiry date** on **your policy** schedule.
- **You** fail to pay **your monthly premium**.

We reserve the right to revise **your** premium payable by providing a minimum of 21 days prior notice by registered post to **your** last known address. As **you** pay separately for each month of cover, if **you** choose not to accept the revised premium **you** may cancel **your policy** and **we** will continue to provide cover for any remaining period for which **you** have already paid after the expiry of **our** notice period.

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

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

- make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect or
- make a statement in support of a claim, knowing the statement to be false in any respect or
- submit a document in support of a claim, knowing the document to be forged or false in any respect or
- make a claim in respect of any loss or damage caused by **your** wilful act, or with **your** connivance

Then **we**:

- shall not pay the claim
- shall not pay any other claim which has been made or will be made under the **policy**
- may at **our** option declare the **policy** void
- shall be entitled to recover from **you** the amount of any claim already paid under the **policy**
- shall not make any return of premium
- may inform the police of the circumstances.

Subrogation

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 7810. 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
- **your vehicle** has a full service history in accordance with the vehicle manufacturer's recommendations, as detailed in the servicing handbook for the **vehicle**. If **your vehicle** does not have a full service history, **your vehicle** must be serviced in accordance with the manufacturer's recommendations within 28 days of the **date of commencement** of the **policy**.

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.

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), factor, reconditioned or exchange units in the repair of **your vehicle**.

Payment of Repairs

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.

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

If **your vehicle** does not have a full service history at inception of the **policy**, it must be serviced in accordance with the manufacturer's recommendations within 28 days of the **date of commencement** of the **policy**.

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** immediately of any change which may affect this insurance and in particular any of the following: change of address, change of registration number, change of use and change of ownership of the **vehicle**. **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**.

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.

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.

Canceling Your Policy

Statutory Cancellation Rights

If **you** cancel within 14 days of the receipt of the **policy** documents, **we** will make a full refund of premium.

There is no refund of premium in the event of a **total loss** claim.

You must tell **us** in writing to:

Administration Office
A1 Warranty Services Ltd,
3rd Floor,
4 Copthall House,
Station Square,
Coventry
CV1 2FL

Cancellation outside the Statutory Period

You may cancel this **policy** at any time by providing 14 days written notice to:

Administration Office
A1 Warranty Services Ltd,
3rd Floor,
4 Copthall House,
Station Square,
Coventry
CV1 2FL

If **you** cancel this **policy** after the first 14 days of receipt of the **policy** documentation no premium refund will be given.

Because **you** pay separately for each month of cover, when **you** cancel **your policy**, **we** will continue to provide cover for any remaining period for which **you** have paid but **we** will not provide a refund.

Cancellation by Us

We reserve the right to cancel the **policy** by providing 21 days prior written notice by registered post to **your** last known address.

There is no refund of premium in the event of a **total loss** claim.

As **you** pay separately for each month of cover, when **we** cancel **your policy** **we** will continue to provide cover for any remaining period for which **you** have already paid after the expiry of **our** notice period.

Non-payment of Premiums

We reserve the right to cancel this **policy** immediately on written notice in the event **your monthly premium** has remained unpaid by **you** for a period of 7 days after it is due.

Varying Premiums

We reserve the right to revise the **monthly premium** payable by providing a minimum of 21 days prior written notice by registered post to **your** last known address. As **you** pay separately for each month of cover, if **you** choose not to accept the revised **monthly premium** **you** may cancel **your policy** and **we** will continue to provide cover for any remaining period for which **you** have already paid after the expiry of **our** notice period.

Making Yourself Heard

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

Who to Contact

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **you** are talking to the right person, and;
- that **you** are giving them the right information.

When **you** contact **us**:

- please give **us your** name and a contact telephone number
- please quote **your policy** and/or claim number and the type of **policy you** hold
- please explain clearly and concisely the reason for **your** complaint.

So **we** begin by establishing **your** first point of contact.

Step One – Initiating Your Complaint

Does **your** complaint relate to:

A: **Your policy?**

B: A claim on **your policy?**

If A, please contact:

Customer Services,
A1 Warranty Services Ltd,
3rd Floor,
4 Copthall House,
Station Square,
Coventry CV1 2FL

Tel: 024 7652 7812

E mail: info@A1warrantyservices.co.uk

If B, please contact:

Claims office,
A1 Warranty Services Ltd,
3rd Floor,
4 Copthall House,
Station Square,
Coventry CV1 2FL

Tel: 024 7652 7810 E mail: claims@a1warranty.co.uk

In either case, if **you** wish to provide written details, the following checklist has been prepared for **you** to use when drafting **your** letter.

- Head **your** letter 'COMPLAINT'.
- Give **your** full name, post code and contact telephone number(s).
- Quote the type of **policy** and **your policy** and/or claim number.
- Explain clearly and concisely the reason(s) for **your** complaint.

The letter should be sent to the person dealing with **your** complaint along with any other material required.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further:

Step Two – Contacting AXA Head Office

If **your** complaint is one of the few that cannot be resolved by this stage, please contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care,
AXA Insurance,
Civic Drive,
Ipswich IP1 2AN

Tel: 01473 205926 Fax: 01473 205101

Email: customercare@axa-insurance.co.uk

Step Three – Beyond AXA

If **we** have given **you our** final response and **you** are still dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:

Insurance Division,
Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR

Tel: 0845 080 1800 Fax: 020 7964 1001

Referral to the FOS will not affect **your** right to take legal action against **us**.

Our Promise to You

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

Calls are recorded and monitored.

Data Protection Act

Details of **you** and **your** insurance cover will be held by **us** and the **administrator** in their records for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998. **We** may send it in confidence for processing to other companies in the AXA Group (or companies acting on **our** instructions) including those located outside the European Economic Area. By taking out this **policy you** consent to such use of **your** personal data.