

Your Contract of Insurance - MOT Test Cover

This insurance is arranged by ALAIB Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

ALAIB Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

This document explains how the policy works and the benefits **you** enjoy as a policyholder, please ensure **you** have read this document and **you** fully understand the terms and conditions relating to **your** policy. If **you** have any questions or any of **your** details are incorrect, please contact the **administrator** on 01653 916304.

IMPORTANT

Please make a note of the policy number that is allocated to **you** on **your policy schedule** for **MOT test** Insurance and keep it with this document, as **you** will need this in the event of a claim.

What is Covered

This policy has been specially designed to cover the cost of repairs to your vehicle within the **geographical limits** of your policy as a result of a **notification of refusal to issue a MOT certificate (VT30)** being issued during the **period of insurance**.

The following items are covered during the **period of insurance** where a **VT30 notification of refusal to issue a MOT certificate** is issued and lists one or more of the covered items below as the reason for not issuing a **VT20**.

The maximum amount payable under your policy is subject to the claim limit and any excess detailed on the policy schedule.

Lighting Equipment

Headlamps, front and rear side lamps, number plate illumination lamp, headlamp aim, stop lamps, rear reflectors, front and rear fog lamps, hazard warning lamps and control, direction indicator control, indicator switch.

Steering and Suspension

Steering mechanism and system, power steering, transmission shafts, wheel bearings, front and rear suspension and shock absorbers, suspension drag link, track rod ends, suspension springs, wishbones, swivel joints, suspension mountings, sub frame.

Brakes

Master cylinder, wheel cylinders, calipers, load compensator, ABS modulator/sensors, electronic control unit, hoses and cables.

Seats and Seatbelts

Operation and security of the seatbelt system and mountings

Fuel System

Carburettor, fuel injection, engine management unit or sensor replacement directly as a result of calibration failure to meet MOT exhaust emission standards.

General Items

Horn, speedometer, windscreen wipers and washers.

What is Not Covered

Lighting Equipment

- 1. Damage from an accident, vandalism or impact
- 2. Items which are not of original manufacturer specification and / or fitment

Steering and Suspension

1. Driveshaft rubber gaiters and / or boots

2. Damage caused by defective wheel balance or alignment

Brakes

- 1. Brake discs, drums, brake shoes or pads
- 2. Failure to follow the manufacturers servicing requirements

Seats and Seatbelts

- 1. Failure as a result of damage from an accident
- 2. Corrosion of the seatbelt mountings

Fuel System

- 1. Vehicle exhaust system including catalytic convertor
- 2. Exhaust mounting rubbers

General Items

- 1. Windscreen replacement or repair
- 2. Wiper blades and / or rubbers

Exclusions

We do not cover:

- 1. The MOT test and / or retest fee's
- 2. Items not of original manufacturers specification to the vehicle
- 3. Items listed as advisory on the VT30
- 4. Damage caused by road traffic accident or fire
- 5. Structural damage, rust or corrosion
- 6. Items subject to wear and tear such as tyres, etc.
- 7. Claims excess

Excluded Vehicles

The following vehicles / vehicle types are excluded from cover:

- 1. Taxis, self-drive hire, driving schools, service vehicles e.g. police, ambulance etc.
- 2. Commercial vehicles, or vans with a carrying capacity exceeding 1750kg,
- 3. A vehicle used in any sort of competitions, rallies, pace making or off road use.
- 4. Left hand drive vehicles or a vehicle not listed in Glass's Guide.
- 5. Any vehicle owned by a motor dealer or trader

General Conditions

- You are required to have proof of your vehicle having an up-to-date service as required by the manufacturer's servicing schedule. Should your vehicle not have a full-service history a service must be carried out within 30 days to qualify for cover
- 2. This Insurance is non-transferrable to another vehicle or owner.
- You are to be the owner or registered keeper of the vehicle or you are financing the vehicle on behalf of the owner or registered keeper of the vehicle.
- 4. At the effective start date of **your** policy **your vehicle** must have at least 90 days of its current MOT remaining, or in the case of a **vehicle** under 3 years of age be more than 90 day from the **vehicle's** first **MOT test** date.
- 5. On the acceptance of a valid claim **you** will be responsible for the payment of the **excess** stated on the **policy schedule** to the repairer.
- 6. Our liability under this policy will be binding for 30 days prior to and 30 days after the date the **vehicle's MOT test** date as detailed on the previous **VT20**.

- 7. The **vehicle** shall be free of any pre-existing faults at the time of issue of the policy and shall be serviced in accordance with the manufacturers recommended service intervals during the **period of insurance**.
- 8. It is expressly stipulated that within the **claim limit**, all labour times are in accordance with the **I.C.M.E**. repair times stated for the **vehicle**.
- 9. Subrogation the **insurer** reserve the right to take over and carry out the defence or settlement of any claim after a payment has been made under this policy. Legal action may be taken in the name of the **insured** to recover payment from a third party made under this policy.
- 10. In the event of a claim under your policy you must refer to the "How to make a claim" section of your policy.
- 11. The insurer reserves the right to subject the vehicle and or failed components to expert assessment.
- 12. Where dismantling of a covered component is necessary to determine the validity of a claim **you** must authorise any dismantling. Costs incurred will only be met as part of a valid claim where the **insurer** agrees to meet the cost of repair.
- 13. The **insurer** reserves the right to direct or redirect a claim to one of its approved repairers in order for repairs to be completed.
- 14. **We** reserve the right to specify the use of guaranteed exchange or factored parts. The parts liability for any claim will be limited to the cost of the guaranteed exchange or factored parts cost.
- 15. If the **administrator** accepts there is a claim under the policy but there is a disagreement in respect of the amount to be paid which can not be resolved with the **administrator**, **you** have the right to refer details of the claim to the **Insurer**.
- 16. The Terms and Conditions and application details will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase which is not defined will have its ordinary meaning.
- 16 Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which your main residence is situated.
- 17 Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- 18 Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
- 19 Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 20 Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
 - For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Policy Transfer

In the event that you change your vehicle during the period of insurance, on the condition that no claims have been made or are pending, you may apply to the administrator to transfer the pro rata cash balance of your policy to your new vehicle subject to the terms and condition of this policy.

In the event of bereavement, the remaining benefit of this Insurance may be transferred to the policyholder's spouse or partner. If You would like to transfer this Insurance, **You** must contact the Administrator on 01653 916304.

Cancelling Your Cover

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to the **Administrator** within 30 days of purchase or the day on which **You** receive **Your** policy documentation, whichever is later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. Thereafter, **you** may cancel the policy at any time however no refund of premium will be available.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- 1. Where We reasonably suspect fraud
- 2. Non-payment of premium
- 3. Threatening and abusive behaviour
- 4. Non-compliance with policy terms and conditions
- 5. You have not taken reasonable care to provide complete and accurate answers to the questions We ask.

Where **Our** investigations provide evidence of fraud or a serious non-disclosure, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover, unless the reason for cancellation is fraud and/or **We** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

How to Make a Claim

Should it be necessary to make a claim the following procedure must be adhered to within seven days from the date of issue of the **VT30**.

1 Advise the repairer who completed the **MOT test** and issued the **VT30 you** have **MOT test** insurance for the **vehicle** and ask they contact the **claims administrator** to check if the repair is covered under the policy on:

Tel: 0191 258 8141

The repairer should not commence any repairs covered under **your** policy without authorisation from the **claims administrator**, it is not possible for the **administrator** to authorise a claim without issuing a claims authority number to the repairer.

- 2 At the time of reporting the claim the repairer who completed the MOT test and issued the VT30 will need to provide the following documents in order to process a claim:
- 3. A copy of the previous MOT certificate (VT20)
- Copy of the VT30
- 5. Your MOT Insurance policy schedule
- 6. The repair Invoice stating the cost of parts, labour and VAT

Failure to submit the above documents will delay reimbursement of your claim

7 When the repairers have been completed, the repairer must submit the above documents to the claims administrator, the repair invoice should be addressed to the claims administrator and clearly state the claims authority number issued for the repairs.

The invoice should show:

- 1. Who the claims administrator should pay,
- 2. Provide full details of the repairs including parts used, labour costs and VAT.
- 3. Show the deduction of the excess

UK General Insurance Ltd is an insurers agent and in the matters of claims act on behalf of the insurer.

Definitions

Where the following words appear in **Bold** and with a Capital Letter, they have the following meaning: Property of UK General Insurance Ltd

Administrator	ALAIB Limited, T/A ALA Insurance Brokers, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX. Telephone: 01653 916304
Claim Limit	The maximum amount payable under your policy (inclusive of Vat) detailed on the policy schedule.
Claims Administrator	Mechanical Breakdown & General Insurance Services Limited, Cobalt Business Exchange, Cobalt Park Way, Wallsend, Newcastle Upon Tyne, NE28 9NZ or by telephoning 0191 258 8141.
Excess	The first amount of any claim payable by you .
Geographical Limits	Mainland Britain
ICME	Institute of Chartered Mechanical Engineers published repair times for mechanical electrical repairs.
MOT Certificate (VT20)	The MOT Certificate (VT20) issued by the MOT test station.
MOT Test	Ministry of Transport test completed by a company authorised by The Vehicle & Operator Services Agency to offer an MOT Testing service on behalf of the Secretary of State for Transport.
Notification of refusal to issue a MOT Certificate (VT30)	The Notification of refusal to issue a MOT Certificate (VT30) issued by an MOT test station should the vehicle fail to meet the requirements of the MOT test .
Period of Insurance	Cover is valid 30 days prior to and 30 days after the date the MOT test is due.
Policy schedule	The document issued to you by the administrator when you take out this policy, it will contain personal details about you , the vehicle and confirmation of the effective start and expiry date of the policy.
Vehicle	The vehicle as identified on the policy schedule by means of the vehicle make, model and registration number being under 7 Years and having covered less than 70,000 miles.
We / Us / Our / Insurer	UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE
Wear & Tear	The gradual deterioration associated with normal use and age of the vehicle and its components.
Worn Out	Components, which have reached the end of their normal effective working lives because of age and/or usage.
You/Your/ Insured	The person or company named on the policy schedule being the owner or registered keeper of the vehicle or the person financing it on behalf of the owner or registered keeper.

Customer Service / Complaints

It is Our intention to give You the best possible service but if You do have questions or concerns about this insurance or the handling of a claim You should follow the complaints procedure below

For complaints regarding the sale of Your Policy, In the first instance please contact:

ALA IB Limited trading as ALA Insurance Brokers

Unit 3 Park Farm Courtyard

Easthorpe Malton YO17 6QX Tel: 01653 916304

Email: customersupport@ala.co.uk

In all correspondence please state Your full name, address and registration number.

If Your complaint cannot be resolved by the end of the third working day, ALA IB Limited trading as ALA Insurance Brokers will pass it to:

The Customer Relations Manager UK General Insurance Limited

Tel: 0345 218 2685

Cast House Old Mill Business Park Gibraltar Island Road Leeds **LS10 1RJ**

Email: customerrelations@ukgeneral.co.uk

For complaints regarding a claim under Your policy:

In the first instance please contact the Claims Administrator.

Mechanical Breakdown & General Insurance Services Telephone: 0191 258 8141

Limited

Cobalt Business Exchange

Cobalt Park Way

Wallsend

Newcastle Upon Tyne

NE28 9NZ

In all correspondence please state that Your insurance is provided by UK General Insurance Limited and quote scheme reference 06474A.

If Your complaint about Your Claim cannot be resolved by the end of the third working day, Mechanical Breakdown & General Insurance Services Limited will pass it to:

The Customer Relations Manager

UK General Insurance Limited Cast House

Old Mill Business Park

Gibraltar Island Road

Leeds

LS10 1RJ

If it is not possible to reach an agreement, You have the right to make a complaint to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR Tel: 0300 123 9 123

Tel: 0345 218 2685

Email: complaint.info@financial-ombudsman.org.uk

Email: customerrelations@ukgeneral.co.uk

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- 1. Supply accurate and complete answers to all the questions We or the Administrator may ask as part of Your application for cover under the policy;
- 2. To make sure that all information supplied as part of Your application for cover is true and correct;
- 3. Tell Us of any changes to the answers You have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to and renew Your policy. If any information You provide is not complete and accurate, this may mean Your policy is invalid and that it does not operate in the event of a claim or We may not pay any claim in full.

Compensation Scheme

Great Lakes Insurance SE is covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation arrangements from the FSCS or visit www.fscs.org.uk.

Data Protection Act 1998

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

