

Premium

Parts and Labour

RAC WARRANTY supplied by **ALA** Insurance

SAMPLE

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1.0 | Definitions

In this Policy, some words have defined meanings. They are shown below:

We, Us, Our: Means the Insurer and the Administrator for ease of reference

Insurer: The Insurer is London General Insurance Company Limited, registered number 1865673, whose head and registered offices are at Twenty Kingston Road, Staines-upon-Thames, Surrey, TW18 4LG. The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, FRN 202689.

Administrator: The administrator is TWG Services Limited. Registered Office: TWENTY, Kingston Road, Staines-Upon-Thames, Surrey, TW18 4LG. Registered in England No: 01883565.

Vehicle: The vehicle described on the Schedule as the insured vehicle.

You, Your: The person named on the Schedule as the insured.

Mechanical Breakdown: The sudden and unforeseen failure of a component, not by wear and tear, normal deterioration or negligence. We are not liable for parts that have reached the end of their normal working lives because of age or usage.

When does my cover start?

Your Policy begins from the date of our acceptance of your application. This date will appear on your Schedule, which will be sent to you by the Administrator. Please ensure you keep the Schedule with this booklet.

This is a contract of insurance between the purchaser (you) and the Insurer London General Insurance Company Limited (us) part of the Assurant group.

The cover provided by this policy is set out in section 1: What the policy provides and section 6: Additional benefits.

If you fail to keep the vehicle serviced in accordance with the manufacturer's requirements, then any repairs required as a result will not be covered under this policy.

2.0 | Insurance Agreement

1. What the policy provides

- Covers your vehicle for the cost of repair or replacement (including labour) of any Covered Components in the event that any such Covered Component (as listed in Schedule 1: Covered Components) is subject to sudden and unforeseen mechanical or electrical breakdown unless such component fails due to negligence or reaching the end of its working life due to expected deterioration.

Please note: replacement of drive belts, filters, lubricants, antifreeze and fluids required because of the failure of a Covered Component through sudden and unforeseen mechanical or electrical breakdown is covered by this insurance policy and if such breakdown causes damage to another Covered Component, we will repair or replace that Covered Component but not any damage which is cosmetic in nature.

The total aggregate amount payable for each year that you are covered under this policy (the "claims limit"), including any additional benefits as listed in section 6: Additional Benefits, and including any applicable VAT, will not exceed the market value of your vehicle (according to motor-trade guides) at the time of the claim. The market value of your vehicle may reduce during your cover period.

The agreement is limited to the breakdown of each included part on only one occasion during the period of the agreement.

If you have purchased the additional breakdown & Recovery, please see the separate RAC Breakdown and Recovery terms and conditions contained in a separate booklet for full details.

Suitability: This insurance policy is suitable only for persons who do not already have insurance that covers the vehicle for the risk described under section 1: What the policy provides.

2. Other ways to receive this information

- If you would like this document in another format, such as large print, Braille, or on CD, please call us on 0330 100 3400 or text phone 0330 100 3400 to request a copy.

3. How to use the policy

- In the event of breakdown, or in the event of warning lights being illuminated, as mentioned in Section 1: What the policy provides above, do not continue to use your vehicle. This may aggravate the problem and cause greater damage for which we will not be liable.
- Contact us on 0330 100 3728 between 9am and 5pm, Monday to Friday (excluding public holidays) to report the mechanical breakdown to us and to obtain a repair request authority number. You should report this to us within 7 days of this occurring.
- Do not proceed with repairs until the request has been authorised by us. It is your responsibility to ensure that the repairer calls

us before any work is started and repairs are commenced after the six-digit authority number is issued.

- All invoices must be made out to TWG Services Limited.
- At that time (or as soon as possible thereafter), we will need:
 - Registration Number
 - Agreement Number
 - Contract Holder's name
 - Current mileage
 - Nature of repair
 - Total cost
 - Service history
- On completion of the work, please arrange for us to be sent the repairer's invoice quoting the policy number.
- We may authorise repairs immediately; call for other estimates; nominate another repairer; investigate the repair request further; insist on the use of factor or pattern parts; exchange or remanufactured units; or appoint an independent assessor to inspect the vehicle.
- In giving authorisation for repairs, we will assess repair times in line with Autodata (or equivalent industry standard) recommended repair or service times and hourly labour rates at a maximum of £60 + VAT per hour.
- To avoid any doubt, our obligations to you under this policy relate to the payment of sums due under its terms. We have no

2.0 | Insurance Agreement

control over or responsibility for the quality of work carried out or parts supplied by third party motor repairers.

4. Duration of the policy

- The cover starts on the start date shown on your schedule
- All cover ends on the earliest of:
 - The date of expiry as shown on your schedule of cover; or
 - The date a claim is authorised with a value greater than the current market value of the car and the claim is settled based on the market value of the car;
 - Or the date when you no longer own the vehicle, unless you transfer the policy in according with the section 9: Transferring your policy below.

5. Eligibility

In addition to the eligibility requirements mentioned in your application form, in order to be eligible for cover under this insurance policy your vehicle must:

- Be less than 10 years old and have less than 100,000 miles on the odometer at the start date of the policy;
- Have been serviced in accordance with the manufacturers recommended servicing schedule within the last 12 months from date of purchase of this plan. If not then this warranty may not apply. When you have

your vehicle serviced, you are allowed 500 miles either side of the service mileage or four weeks either side of the time period given, whichever comes first. It is important that you retain your service receipts as they may be required to validate any claim you make. Please note that your vehicle must be serviced by a VAT registered dealer unless we have agreed otherwise;

- Not be a Battery Electric or Plug-In Hybrid Electric vehicle;
- Be built to and not be modified outside of UK manufacturer's specifications;
- Not be a vehicle used in public service capacity, for example for the police force, military service or fire service;
- Not be used for hire or reward, professional instruction, competition or off-road use, motor rally, track days, speed or duration tests or any practice for these events whether they are timed or untimed;
- Not be beneficially owned by a company or person involved in the business of vehicle repair, servicing, dealership or by an employee of such a company or person; and
- Not be a vehicle with gross weight of more than 3.5 tonnes.

6. Additional benefits

Subject to prior authorisation (see above section 3: How to use the policy) and in the event of a

valid claim, you may benefit from the below:

- If Autodata or equivalent recommended repair time is over 8 hours and we cannot resolve the matter in any other way, we will contribute up to £50 per day for any excess time authorised repairs take for alternative appropriate transport arranged by you for a maximum of 7 days. You will be reimbursed on receipt of a car rental agreement from a VAT registered business providing car hire.
- If the Breakdown requires recovery of your vehicle following the failure of a Covered Component and we cannot resolve the matter in any other way, we will pay up to a maximum of £50 for vehicle recovery arranged by you.
- If, following a Breakdown, the Vehicle is immobilised more than 30 miles from your place of residence and the vehicle cannot be repaired within the day in which the breakdown occurred, a stay in a local three-star hotel will be organised for you and passengers. We will pay for board and breakfast per person per night, for up to 3 nights, for a maximum of the same number of permitted passengers stated in the Vehicle's registration document.
- The policy will also provide cover while the vehicle is being used in other parts of the European Economic Area (EEA) as long as the vehicle is not used outside the UK for more than 60 days in any 12-month period during

the Duration of the policy.

7. What the policy does not provide

The policy does not cover failures due to any of the following:

- Any faults that existed prior to the start date;
- Any faults arising from a failure to service the vehicle in line with the manufacturer's servicing requirements within 4 weeks or 500 miles;
- Any failure of parts or breakdown caused by lack of normal and proper use or care, including the incorrect use of fuel or grade of oil;
- Any act, omission or negligence by customer (or any user of vehicle), which adds to loss or damage;
- Water ingress, fire, collision, frost, snow, ice, flooding, freezing or corrosion;
- The failure or breakdown of a part which is under any manufacturer's or supplier's warranty;
- Repair or replacement of any such Covered Component that fails due to negligence or reaching the end of its working life due to expected deterioration, except as stated under Schedule 1 of these terms under Included Parts;
- Any failures which are the result of carbon build up;
- Any failures which are a result of foreign object damage;
- Incorrect oil specification;
- The gradual deterioration of your vehicle's performance due to age and mileage, including, but not limited to, gradual loss of engine compression requiring the repair of valves or rings and the gradual increase in the oil consumption due to normal operating functions;
- Design or existing faults - parts being subjected to recall by the manufacturer or parts which fail as a result of inherent design faults or parts that require modification or replacement which is or has been recommended by the manufacturer or faults which existed before you entered into the Agreement;
- Accidental damage - the costs relating to losses normally included under a road risks insurance policy or losses resulting from an accidental damage to the vehicle;
- Mechanical Breakdown that causes damage to another Covered Component is not included if it is reasonable for us to conclude that further damage has been caused by your failure to take preventative steps or to notify us after the initial failure of a component (for example, the vehicle being driven with a defective part/ warning lights being illuminated) and any loss arising from: excluded parts; incorrectly fitted parts; faults

present at purchase.

8. General Conditions

- We have the right to appoint an independent engineer to inspect your vehicle prior to any repair or replacement of part(s).
- You may be requested to provide details of the registered keeper and copies of the V5C (often known as the vehicle's "log book") at any time during this agreement.
- All replaced parts become our property
- Repair or replacement of defective parts under this agreement is to be carried out through a third-party VAT-registered motor repairer of your choice [and approved by us to which your vehicle should be recovered. Repairs can only be made on presentation of the schedule to this agreement, your service booklet and confirmation that your vehicle has been serviced in accordance with the servicing requirements detailed below (A. Servicing requirements):
 - A. Servicing requirements
 - i. In accordance with manufacturer's servicing requirements, your vehicle must be serviced at intervals recommended for your particular make, type and age of vehicle (details of this can be found in your vehicle's service book). For completion of a service, we allow a maximum of 500 miles or 4 weeks' leeway on either side of the stipulated time (whichever occurs first).

2.0 | Insurance Agreement

B. Maintenance requirements

- i. It is your responsibility to ensure that routine maintenance is carried out and that the timing belt is changed in accordance with the manufacturer's recommendations.
- ii. Engine oil works under extremes to lubricate, cool and protect internal engine components. For the best protection using the best oil will have a positive effect on engine performance and minimize wear. Using inferior oil or the wrong type of oil can cause damage or wear that ultimately could cause any damage to mechanical and electrical parts and/or components to be excluded. It is your responsibility to use the manufacturer's recommended engine oil. If you need any assistance, please contact the manufacturer.

9. Transferring your policy

In some circumstances, if ownership of the vehicle has been transferred, [and provided we agree based on our standard eligibility criteria at the time], we will transfer the policy to the new owner subject to our standard transfer conditions within 14 days and an administration fee applying at the time. To check, please contact us on 0330 100 3728. A transfer can only be made in the event of the vehicle being sold by a registered keeper to another private individual (not to a motor trader or retailer.)

10. Misinformation & Fraud

We work closely and share data with law enforcement and fraud prevention agencies to identify fraud and support prosecution where the appropriate evidence exists. We, and other organisations, may access and use

the information recorded by fraud prevention agencies. It is important that when applying for, renewing or amending this policy, or making a repair request you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your policy and the claim.

If false or inaccurate information is provided and fraud is identified, then we may:

- not pay for any repairs and cancel your policy
- report you to the relevant authorities
- pass the details to fraud prevention agencies
- recover any costs we've incurred and, if necessary take any legal action to recover such costs

11. Cancellations & Refunds

- We will cancel the Agreement if you fail to provide us with the necessary information or knowingly provide incorrect information which affects our ability to provide a service to you. In such cases, no refund will be due

(see section 10: Misinformation & Fraud).

- You can cancel this insurance policy at any time. Should you wish to cancel this insurance policy, please contact your Insurance Broker in the first instance or us by telephone on 0330 100 3728 or email motor.admin@thewarrantygroup.com.
- Cancellations within 30 days: If you have not made a claim you will receive a full refund of the premium paid. The 30 days begins on the start date of this insurance policy.
- Cancellations after 30 days: You will receive a pro-rata refund based on the number of full unexpired days of cover remaining, less the cost of any accepted claim and any administration fees which may apply at the time.

12. Queries & Complaints

If you have a query regarding this insurance policy, please telephone us on 0330 100 3728 or email motor.admin@thewarrantygroup.com.

For complaints relating to the sale, administration or claims handling of this policy please contact:

Address: Customer Relations Team, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucester, GL17 0AF.

Email: Customer.Relations@thewarrantygroup.com

Telephone: 0330 100 3247

If your complaint addressed to the above party is not resolved to your satisfaction you may within 6 months of a final decision contact the Financial Ombudsman Service free of charge at Exchange Tower, Harbour Exchange Square, London E14 9SR, or by telephone: 0800 023 4567 or 0300 123 9 123.

Website: www.financial-ombudsman.org.uk

None of the above affects any right to legal action.

13. Law & Jurisdiction

The law of England and Wales applies to this policy and the parties shall submit to the non-exhaustive jurisdiction of the courts of England and Wales.

14. Status Disclosure

The insurer is London General Insurance Company Limited (company number 1865673) which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202689) and whose registered office address is TWENTY Kingston Road, Staines-upon-Thames, Surrey, TW18 4LG.

The administrator is TWG Services Limited whose registered office address is TWENTY Kingston Road, Staines-upon-Thames, Surrey, TW18 4LG.

Both the insurer and the administrator are members of the Assurant group.

15. Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our liabilities. General insurance contracts are covered for 90% of the entire claim without any upper limit. You can get more information about the compensation scheme arrangements by contacting the FSCS on 0800 678 1100 or 020 7741 4100.

16. Data Protection

We are the data controllers of the personal data you provide and are committed to protecting the privacy and security of your personal information.

This includes your name as well as your contact details such as physical address, phone number and e-mail-address. If you do not provide the personal data required we may be unable to provide the services contained under the policy.

In addition to administration of your policy, including claims and fraud prevention, this may involve sharing your information confidentially with suppliers of products or services (including repairs) engaged by you or by us in the purchase or performance of the policy.

We may provide by post, email, text or telephone administrative information including expiry/renewal details. We may also provide other information in this way, including marketing about this and other similar products provided by our group of companies (which includes The Warranty Group Services (Isle of Man) Limited, TWG Services Limited and London General Insurance Company Limited) but you may contact us at any time to stop receiving any such other information. Your details will not be used for any other marketing purposes.

Your personal data will be transferred outside the EU for policy administration.

Your personal data will at all times be held securely and handled with the utmost care in accordance with all principles of EU Data Protection law.

Your personal data will be kept for only as long as necessary after which time it will be destroyed if it is no longer required for the lawful purposes for which it was obtained.

You have a number of rights to your data these include the right to be informed, have access, rectification, receive your data in a transferable format, erasure, restriction of processing and object to how your data is processed.

To obtain a copy of your personal data held by us, for more information on the rights to your data or to exercise one of your data rights please contact our Data Protection Officer.

Our Data Protection Officer can be contacted via our Customer Relations Team using the details provided above.

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3.0 | Schedule 1: Covered Components

Included Parts

All mechanical and electrical parts: All mechanical and electrical parts are included for cover due to sudden and unforeseen failure of a component of the vehicle together with;

Infotainment/ Multimedia Unit (Factory Fitted): up to a maximum of £500 (inclusive of VAT) per repair request.

Key Remote Fobs and Key Cards: up to a maximum of £100 (inclusive of VAT) per repair request.

Timing belts: Provided there is proof that the manufacturer's replacement recommendations have been complied with and they are free from contamination.

Casing: Cylinder block, gearbox, transfer box, differentials and axle if they have been damaged by a failure of one of the included parts.

Excluded Parts:

Clutch: Where the failure is due to the clutch having reached the end of its normal working life due to the age and mileage or the clutch is burnt out.

Turbo (Factory fitted): All Failures due to carbonisation are not covered including the Variable Nozzle Turbine (VNT) or Wastegate Actuator or any other part of the Turbo. Foreign object damage is not covered on any turbo claim.

General

- (i) All bodywork, handles and hinges, interior/ exterior trim, brightwork, paint, glass (including front & rear heated screens & elements), weatherstrips, rubber seals, sheet metal, sun roof guides, seats (including all internal electrical/mechanical components), carpets, seat belts and pre-tensioners, wiper arms/blades /washer jets, wheels and tyres, wheel alignment/tracking/balancing adjustments.
- (ii) Parts subject to manufacturer's servicing requirements or periodic repair including but not limited to spark plugs/glow plugs, Electrical leads and all filters.
- (iii) Any item or accessory not in the manufacturer's original specifications.

Working materials: Unless working materials and supplies required as a direct result of the failure of an included part.

Brakes: Brake discs, brake pads, brake linings/ shoes.

Contaminated fuel: The clearing of fuel lines, filters and pumps/ injectors.

Electrics: Bulbs, LED, High Intensity Discharge (HID), lamps/lenses, batteries, fuses, wiring harness, wiring terminals and remaking of disturbed electrical connections.

Miscellaneous items: Air conditioning recharging, ECU reflashes/upgrades, exhaust system, auxiliary drive belts, brackets, mountings, tappings, supports, fixings and fastening devices, fuel tank and fuel lines, rubber hoses, metal pipes or plastic pipes and unions, core plugs and air bags.

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