



The **Ultimate** used car warranty

Safe and Sound Warranty

Safe and Sound Warranty

Dear Motorist,

We congratulate you on the acquisition of your new vehicle.

Please read this document carefully to familiarise yourself with the liabilities, exclusions, terms and conditions, the servicing schedule, how to make a claim and the FCA Ombudsman scheme for this policy.

Safe and Sound

Advice and assistance available 24 hours a day every day.

Telephone: **01844 293 810**.

SandS FTG 022 Nov 2021

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Definitions

Mechanical and electrical breakdown insurance arranged by Warranty Management Services Ltd on behalf of: Fortegra Europe Insurance Company Limited, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta.

Warranty Management Services Ltd are regulated by the FCA. registered number 311375.

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

We, Our, Us, The Insurer

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

www.fortegra.eu/solvency-and-financial-condition-report

Confirmation of Authorisation and Regulated Status:

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

www.fortegra.eu/solvency-and-financial-condition-report

The Administrator, WMS

Warranty Management Services Limited, Oxford House, Oxford Road, Thame, Oxon OX9 2AH. Registered No. 4801804

This is a private company limited by shares and incorporated in England.

Vehicle

The vehicle described on the Proposal Form as the insured vehicle.

You, Your

The person named on the Proposal Form as the insured.

Territorial Limit

The United Kingdom and Channel Islands.

Maximum Claim Liability

The aggregate claim liability on this policy is the current market value at the time of claim, or claim limits of £2,500 or £5,000 as specified on the proposal.

Ultimate Policy, Mechanical Breakdown

The complete failure of a covered component that no longer functions in any way. We do not cover failure caused by abuse, negligence or failure to take preventative measures to ensure minimum damage.

Five Star, Mechanical Breakdown

The actual breakage of a mechanical component or the complete failure of an electrical 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 do I know I am covered for Mechanical Breakdown?

You will be insured for Mechanical Breakdown when We have accepted Your Proposal Form.

The insurance is always subject to the terms, conditions, liabilities and exclusions of the policy.

SAFE AND SOUND ULTIMATE POLICY

This Policy applies to vehicles which are up to 6 years old and have covered less than 60,000 miles at the policy inception (original purchase mileage) and less than 85,000 miles at the time of claim. Policies issued as Safe and Sound Ultimate will default to Five Star once the vehicle has exceeded 85,000 miles.

SAFE AND SOUND FIVE STAR POLICY

This Policy applies to vehicles that are up to 10 years old and have covered less than 100,000 miles at inception (original purchase mileage).

Insurance Agreement

Jurisdiction

We use English law as the law which applies to this policy unless you ask for another law and we agree to this in writing within 30 days of the commencement of this policy.

General Conditions

You must give us all the information and help that we may reasonably require. This also applies where We wish to enforce any rights against any manufacturer, repairer or supplier.

You must comply with all the terms and conditions of this policy. Any liability We may have to make any payment depends on You keeping to Your obligations under the policy and on the truth of Your statements and answers on the Proposal Form.

If you make a claim and any other insurance would also entitle You to claim, the Policy will only contribute its rateable proportion of the loss. The insurer may at any time cancel any insurance document by sending 14 days' notice to the insured at his last known address.

This policy is in addition to any legal rights that may apply.

1. Maintenance and Servicing

(a) Care of the Vehicle - You must take all reasonable steps to safeguard Your Vehicle from loss or damage. The vehicle must be maintained at all times in a roadworthy condition. The vehicle must be insured, taxed and have a current MOT certificate in accordance with the law. The vehicle must be regularly serviced which must be carried out at a V.A.T. registered garage, in accordance with the manufacturer's recommendations.

Failure to comply with any of the above will invalidate the policy. You must allow Us free access to examine the Vehicle at all times.

(b) After each service, please ensure that the relevant service details are completed in this book by Your servicing garage and obtain a receipt for the service. You must keep the receipt for reference in the event of a claim.

2. Reporting a Mechanical Breakdown

Immediately a fault becomes evident to the driver, you should stop and seek expert advice on the cause. For a claim to be considered, the mechanical breakdown must have occurred and have been reported to us within the policy period.

3. Repairs Procedure

You must obtain authorisation from the Administrator before having any repairs carried out.

Repairs may be made through a repairer nominated by the Administrator. If the insured part is beyond economic repair, the repairer may replace it with a similar part.

You may have to provide the Administrator with proof of servicing before a claim is settled under this Policy. No claim will be paid if the repairs are carried out before obtaining prior authority from us.

4. Fraud

If You or anyone on Your behalf makes a claim that is in any way fraudulent, Your insurance under this policy will end. We reserve the right to prosecute.

5. Termination on Sale

This policy ends if You sell or dispose of the Vehicle. If, in the event of Your death, ownership of the Vehicle passes to an immediate relative, the Policy automatically continues for the benefit of that person

6. Claims Conditions

1. We have the right to:

a) examine the vehicle

b) obtain an expert assessment at Our expense, the result of which will be binding on all parties;

c) nominate the repairer. If, following specific arrangements for inspection, and through no fault of Ours, the engineer cannot inspect - for example, because the Vehicle is not available or is not stripped etc. We will deduct fees for the second inspection visit from the authorised amount of the claim.

2. If we accept a claim, we have the right:

a) to require a contribution from You if the repaired Vehicle will ultimately be in a better condition than before the claim; and

b) to take wear and tear according to age and mileage into consideration when settling the claim.

3. This insurance is limited to a failure of each insured part on only one occasion during the period of insurance.

4. If more than one insured part has failed at the time you contact the Administrator, it will be dealt with as one claim.

5. We have the right to specify the use of guaranteed reconditioned or exchange units and send away parts for reconditioning. Our liability will be limited to the cost of these parts.

6. If You are VAT registered, the VAT element will not form part of any claim against Us.

7. If We give provisional authorisation for repairs, We will assess repair times in line with the Autodata repair times manual current at the time.

8. We are not liable for any claims directly or indirectly caused by:

a) non-compliance with the conditions relating to the maintenance of the Vehicle;

b) any act, omission or negligence by You (or any user of the Vehicle), which adds to the loss or damage;

c) fire, collision, fabric and stitching, frost, snow, ice, flooding, freezing or corrosion;

d) parts being subject to recall by the manufacturer.

- e) Any part that has not failed but is recommended by the manufacturer as good working practice to replace or maintain. This agreement does not cover items which have come to the end of their natural lives.
- f) the failure of a part which is under any manufacturer's or supplier's warranty;
- g) This policy does not cover consequential damage: damage caused to any covered part if in the opinion of an independent engineer, that damage could have been prevented by stopping sooner; i.e. at the point that a fair and reasonable driver should have been aware of a problem. In the case of damage to a non-covered part, our liability will not include the cost of replacing these parts.
- h) This policy does not cover death, bodily injury, third party claims, accidental damage, road hazard, fire damage, consequential loss, or any other damage howsoever caused.
- i) losses normally covered under a road risks insurance policy or loss resulting from an accident to the Vehicle;
- j) the Vehicle having been altered or modified from the manufacturer's original specification, or having been raced, rallied, used in competition, or for hire or reward, used for courier work, driving tuition or custom built vehicles;
- k) any parts which have not actually failed and which are replaced during routine servicing or maintenance, software (including updates) and or adjustments.
- l) All damage caused by a failure to replace the cambelt in accordance with the manufacturer's recommendations.
- m) the Vehicle being beneficially owned by a company or person involved in the business of vehicle repair, servicing or car sales or by an employee of such a company or person;
- n) exhaust emission MOT failures, these are not Mechanical Breakdowns and are not covered;
- o) any Mechanical Breakdown caused by lack of normal and proper use or care, including the incorrect use of fuel.
- p) any component failure due to lack of lubrication, failure to check other fluid levels and adjusting where necessary or ignoring any warning signals, gauges or lights.
- q) this policy does not cover inherent faults of any description. **Any fault that is present at the time of purchase.**

7. Your Right of Cancellation

You have a statutory right to cancel Your Policy within 14 days starting no later than the date you enter into the contract.

To cancel please write to the Administrator or call 01844 293 810. On receipt of Your notice of cancellation, The supplying Dealer will refund any premiums You have already paid, unless You have already made a claim under Your Policy. If after this period has elapsed and You wish to terminate cover You will not be entitled to any refund of premium.

8. If you make a claim and any other insurance would also entitle You to claim, the Policy will only contribute its rateable proportion of the loss. The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the insured at his last known address. Provided the premium has been paid in full the insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

9. Complaints Procedure

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

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

- calling 01844 293 810; or
- via e mail to complaints@wmsgroup.co.uk or
- writing to the Customer Relations Manager, Warranty Management Services Limited, Oxford House, Oxford Road, Thame, Oxon, OX9 2AH.

The **Administrator** will aim to resolve **Your** complaint promptly within fifteen (15) working days from first notification of **Your** complaint.

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

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

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

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

10. Compensation Scheme

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

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk or write to:-

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Telephone: +44 (0)207 892 7300

11. Directive Required Information

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

www.fortegra.eu/solvency-and-financial-condition-report

12. The Law and Language Applicable to the Policy

We use English law as the law which applies to this policy unless you ask for another law and we agree to this in writing within 30 days of the commencement of this policy.

The language used in this policy and any communications relating to it will be in English.

13. The Insurer

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

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14. Misinformation

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

15. Sanctions

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

16. Third-Party Rights

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

- it is not intended for any third party to this contract to have the right to enforce the terms of this Policy;
- You and We can rescind or vary the terms of this contract without the consent of any third party to this policy, who might seek to assert that they have rights under this policy.

14. PRIVACY AND DATA PROTECTION NOTICE

Data Protection

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

How We Use Your Personal Data

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

Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to Us, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **Your** personal data to destinations outside the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

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

Retention

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

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, Fortegra Europe Insurance Company Limited, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta. Malta or via email at dpofficer@fortegramalta.com.

Additional Benefits

European Mechanical Breakdown Cover

Cover is extended to insured vehicles used on the continent of Europe for a period not exceeding 30 days. In the event of a mechanical breakdown on the Continent you must comply with the claims procedure in the normal way. In the event of a valid claim, reimbursement will be based on the currency exchange rates prevailing on the date that the claim is agreed. Dates of travel may be required to support a valid claim.

Overnight Accommodation and Rail Fare

Hotel expenses or return rail fare will be reimbursed to a maximum of £60 including VAT within the maximum claims liability, providing that the vehicle is rendered immobile due to a valid claim under the terms of the policy. Bona fide receipts will be required in the event of a claim. Drinks and meals are specifically excluded.

Safe and Sound Ultimate Warranty

This Policy applies to vehicles which are up to 6 years old and have covered less than 60,000 miles at inception (original purchase mileage) and less than 85,000 miles at the time of claim. Policies issued as Safe and Sound Ultimate will default to Five Star once the vehicle has exceeded 85,000 miles.

Parts Covered

During the specified period, almost all of the original manufacturer's mechanical and electrical components of the vehicle are insured against total failure except those listed under parts not covered.

Cover also includes:

Camshaft Timing Belt

Providing there is evidence that the manufacturers replacement recommendations have been complied with and they are free from oil contamination.

Manufacturers' Original in-Car Entertainment and Sat Nav

Covered to a maximum of £500.

Battery (excluding Hybrid batteries)

Included for 6 months from the date of purchase.

Diagnosis

Diagnosis is covered for up to one hour per valid claim.

Vehicle Recovery

In the event of a valid claim, Tow-in charges up to £100 including VAT will form part of the maximum claims liability.

Car Hire

In the event of a valid claim car hire is available for a maximum of 5 days at £20 per day. After the first 24 hours of the vehicle being off the road, a receipt from a national car hire company will be required (i.e. Avis, National, Target, Budget etc).

Pre-authorisation must be obtained for this service in addition to the repair authorisation.

Parts Not Covered

Chassis, bodywork, interior and exterior trim, locks, latches, catches, glass, panoramic sunroof, tyres, exhaust systems, exhaust manifold, diesel particulate filters, catalytic converters, fuel tanks, oil seals, external oil or fluid leaks, water ingress, cleaning of fuel lines, carbon build up, brake discs, brake drums, seized brake calipers, brake and clutch friction material, wiring looms, road wheels, keys, key cards, remote fobs, tracker systems, head up display, all light units, bulbs including gas filled, LED's, Xenon starter units, air conditioning recharging, heater elements, telephone, software, software updates and or adjustments, air bags, all service items, for instance brake pads, shoes and filters and any other part that has a service life.

Electric & Hybrid Vehicles

Cover

Electric motor, electric controller, AC/DC converter.

Parts Not Covered

Charging socket, wiring and HV cabling, HV battery housing, HV batteries / cells / modules, HV battery cooling, HV battery vent unit, electric charging cable (HV = High Voltage).

Liabilities and Exclusions

Liabilities

The insurer will be liable for the reclaimable cost of parts, labour and value added tax (where this is not reclaimable) to the aggregate of the vehicle purchase price. Providing that all requirements have been met, and the failure falls within the scope of this policy. This policy provides cover for Mechanical Breakdown which is defined as:

- The complete failure of a covered component that no longer functions in any way. We do not cover failure caused by abuse, negligence or failure to take preventative measures to ensure minimum damage.

Exclusions

1. The following are not covered by this policy.

- a) Modified vehicles unless approved by the manufacturer
- b) Vehicles used for hire and reward
- c) Vehicles used for racing or competition.

2. This policy does not cover death, bodily injury, third party claims, accidental damage, road hazard, fire damage, consequential loss, or any other damage howsoever caused.

3. This policy does not cover faulty workmanship, cracked blocks, cracked cylinder heads, machining/skimming, oil and fluid leaks, water ingress, corrosion, carbon build up and accidental damage to radiator.

4. This policy does not cover consequential damage: damage caused to any covered part if in the opinion of an independent engineer, that damage could have been prevented by stopping sooner; i.e. at the point that a fair and reasonable driver should have been aware of a problem. In the case of damage to a noncovered part, our liability will not include the cost of replacing these parts.

5. Failure to observe the following will invalidate your claim:

- a) Frost protection
- b) Correct claims procedure
- c) Servicing

6. This policy does not cover damage caused by negligence, i.e. insufficient oil or water, overheating, or failure to ensure that minimum damage is incurred by taking preventative measures.

7. Mechanical Breakdown or damage arising from the use of a grade of fuel not recommended by the manufacturers of the Insured Vehicle.

8. This policy does not cover commercial vehicles or car derived vans.

Terms and Conditions

1. No part of this policy may be altered without the written consent of the administrator.

2. WMS reserve the right to appoint the repairer of the vehicle, the supplier of the parts, and where available service replacement parts will be used.

3. Where the renewal of any parts or assemblies brings about improvement or betterment of the vehicle a contribution may be required from the policy holder. This will take account of the age and mileage of the vehicle and the cost of restoring the vehicle to its pre-breakdown condition.

4. Servicing - After servicing becomes due you have a maximum of 30 days or 1000 miles (whichever is the sooner) to have the service completed.

How to Make a Claim

1. If your vehicle suffers a mechanical breakdown, please check your policy carefully to establish that the fault is covered.

2. Telephone our claims dept on 01844 293 810 who will advise you of your local approved repairer. If you wish to use your own repairer, we will agree costs with them at the same parts and hourly labour rate as our network repairers charge. You will be responsible for any excess parts and labour charges.

3. If the cause of your breakdown is not obvious, it may be necessary to dismantle the vehicle to some extent. This will be done only on your authority and the cost of this will be your responsibility at this stage.

4. If WMS find the claim to be within the scope of your policy an authorisation number will be issued once the costs have been agreed. All repair times will be based on Autodata.

5. To establish liability it may be necessary to instruct an independent assessor to inspect and report his findings. The result of which cannot be contested except by an other independent assessor.

6. Claims must be registered within 7 days of their occurrence.

7. Once the claim has been authorised, you may proceed with the repairs. On completion, send in the repairers invoice and any service invoices requested.

8. In the event of a false or fraudulent claim being submitted, the policy will be rendered invalid. In all cases, we reserve the right to prosecute.

9. Any work carried out without prior authorisation will not be reimbursed. No claims are valid without an authority number. Once a fault has been registered, The WMS Group reserve the right to contact repairers and discuss potential liabilities under the policy cover .

10. Once a claim number has been issued you have 3 months in which to submit the invoice for payment. After this period of time the claim will lapse and no reimbursement is possible.

11. No claim will be considered unless mechanical breakdown has occurred and has been reported to us during the policy period.

Please ensure that the authorisation number is marked on the invoice, and state clearly who is to be paid.

Safe and Sound Five Star Warranty

This Policy applies to vehicles which are up to 10 years old and have covered less than 100,000 miles at inception (original purchase mileage).

Parts Covered

During the specified period, almost all of the original manufacturer's mechanical and electrical components of the vehicle are insured against total failure except those listed under parts not covered.

This policy does not cover wear and tear.

Cover also includes:

Camshaft Timing Belt

Providing there is evidence that the manufacturers' replacement recommendations have been complied with and they are free from oil contamination.

Diagnosis

Diagnosis is covered for up to one hour per valid claim.

Vehicle Recovery

In the event of a valid claim, Tow-in charges up to £50 including VAT will form part of the maximum claims liability.

Car Hire

In the event of a valid claim and provided that the repair time is in accordance with Autodata schedules is in excess of 8 hours, a maximum of £20 per day inclusive of VAT (excluding petrol and insurance) may be claimed for up to a maximum of 5 days, related to the actual repair times from the time repairs commence and provided that car hire is authorised by Us prior to the start of the hire period.

Parts Not Covered

Chassis, bodywork, interior and exterior trim, locks, catches, latches, glass, panoramic sunroof, fabric roofs, tyres, batteries (including hybrid batteries), exhaust systems, exhaust manifold, diesel particulate filters, catalytic converter, glow plugs, fuel tanks, brake discs, brake drums, seized brake calipers, brake and clutch friction material, wiring looms, road wheels, incorrect fuel, clearing of fuel lines, injectors, oil seals and gaskets (except head gasket), any sealing material or compound, satellite navigation, in-car entertainment, head up display, tracker systems, carbon build up, core plugs, heater elements, centralised locking pumps, car telephone, air bags, sensors, software, software updates and or adjustments, keys, key cards, remote fobs, all light units, bulbs including gas filled, LEDs, Xenon starter units, air conditioning recharging, anti-freeze, lubricants, filters, transmission fluids, external oil or fluid leaks, water ingress, hoses & pipes, hardware e.g. bolts and fixings, pulleys/dampers, serviceable and ancillary items. Instrument gauges are covered only in the event of a single gauge which can be replaced separately not as a cluster.

Electric & Hybrid Vehicles

Cover

Electric motor, electric controller, AC/DC converter.

Parts Not Covered

Charging socket, wiring and HV cabling, HV battery housing, HV batteries / cells / modules, HV battery cooling, HV battery vent unit, electric charging cable (HV = High Voltage).

Liabilities and Exclusions

Liabilities

The insurer will be liable for the reclaimable cost of parts, labour and value added tax (where this is not reclaimed), to the limits as stated on the Proposal Form, providing that all requirements have been met, and the failure falls within the scope of this policy. This policy provides cover for Mechanical Breakdown which is defined as:

• The actual breakage of a mechanical component or the complete failure of an electrical 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.

Exclusions

1. The following are not covered by this policy.

- a) Modified vehicles unless approved by the manufacturer
- b) Vehicles used for hire and reward
- c) Vehicles used for racing or competition

2. This policy does not cover death, bodily injury, third party claims, accidental damage, road hazard, fire damage, consequential loss, or any other damage howsoever caused.

3. This policy does not cover faulty workmanship, cracked blocks, cracked cylinder heads, machining/skimming, burnt valves, oil and fluid leaks, water ingress, corrosion, carbon build up and accidental damage to radiator.

4. This policy does not cover consequential damage:

damage caused to any covered part if in the opinion of an independent engineer, that damage could have been prevented by stopping sooner; i.e. at the point that a fair and reasonable driver should have been aware of a problem. In the case of damage to a noncovered part, our liability will not include the cost of replacing these parts.

5. Failure to observe the following will invalidate your claim:

- a) Frost protection
- b) Correct claims procedure
- c) Servicing

6. This policy does not cover damage caused by negligence, i.e. insufficient oil or water, overheating, or failure to ensure that minimum damage is incurred by taking preventative measures.

7. Mechanical Breakdown or damage arising from the use of a grade of fuel not recommended by the manufacturers of the Insured Vehicle.

8. This policy does not cover commercial vehicles or car derived vans.

Terms and Conditions

1. No part of this policy may be altered without the written consent of the administrator.

2. WMS reserve the right to appoint the repairer of the vehicle, the supplier of the parts, and where available service replacement parts will be used.

3. Where the renewal of any parts or assemblies brings about improvement or betterment of the vehicle a contribution maybe required from the policy holder. This will take account of the age and mileage of the vehicle and the cost of restoring the vehicle to its pre-breakdown condition.

4. Servicing - After servicing becomes due you have a maximum of 30 days or 1000 miles (whichever is the sooner) to have the service completed.

How to Make a Claim

1. If your vehicle suffers a mechanical breakdown, please check your policy carefully to establish that the fault is covered.

2. Telephone our claims dept on 01844 293 810 who will advise you of your local approved repairer. If you wish to use your own repairer, we will agree costs with them at the same parts and hourly labour rate as our network repairers charge. You will be responsible for any excess parts and labour charges.

3. If the cause of your breakdown is not obvious, it may be necessary to dismantle the vehicle to some extent. This will be done only on your authority and the cost of this will be your responsibility at this stage.

4. If WMS find the claim to be within the scope of your policy an authorisation number will be issued once the costs have been agreed. All repair times will be based on Autodata.

5. To establish liability it may be necessary to instruct an independent assessor to inspect and report his findings. The result of which cannot be contested except by another independent assessor.

6. Claims must be registered within 7 days of their occurrence.

7. Once the claim has been authorised, you may proceed with the repairs. On completion, send in the repairers invoice and any service invoices requested.

8. In the event of a false or fraudulent claim being submitted, the policy will be rendered invalid. In all cases, we reserve the right to prosecute.

9. Any work carried out without prior authorisation will not be reimbursed. No claims are valid without an authority number.

Once a fault has been registered, The WMS Group reserve the right to contact repairers and discuss potential liabilities under the policy cover .

10. Once a claim number has been issued you have 3 months in which to submit the invoice for payment. After this period of time the claim will lapse and no reimbursement is possible.

11. No claim will be considered unless mechanical breakdown has occurred and has been reported to us during the policy period. Please ensure that the authorisation number is marked on the invoice, and state clearly who is to be paid.

Service Record

IMPORTANT

Only a fully documented receipt from a VAT registered garage showing date, mileage and work carried out will be accepted as proof of servicing. These documents must be retained as WMS reserve the right to inspect receipts to ensure compliance.

The Service Record below is for your guidance only and will not be accepted as proof of service. Important: the mileage stated does not guarantee the true mileage of the vehicle.

Note to Servicing Company:

Please complete, then stamp and sign the relevant service record and supply the customer with a bona fide service receipt.

Pre Delivery Inspection

I certify that the Inspection has been carried out.

Signed: _____ P.D.I Date: _____

Mileage: _____

Next Service Due

Date: _____ Mileage: _____

Dealer Stamp

1st Service

I certify that the Service has been carried out.

Signed: _____ P.D.I Date: _____

Mileage: _____

Next Service Due

Date: _____ Mileage: _____

Dealer Stamp



01844 293 810



Claims@WMSGroup.co.uk



SafeandSound.co.uk

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Part of the Opteven Group

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