Automotion Gold Used Mechanical or Electrical Breakdown and MOT Test Insurance Policy, including AA Roadside Assistance

Insurance Product Information Document

This insurance is underwritten by QBE UK Limited registered in England number 1761561, home state United Kingdom, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202842.

The following summary does not contain the full terms and conditions of the contract which can be found in your policy documentation.

What is this type of insurance?

This is a Motor Vehicle Extended Warranty and MOT Test Insurance Policy, including AA Roadside Assistance.

What is insured?	What is not insured?
Mechanical or Electrical Breakdown Insurance	
In the event your vehicle suffers a mechanical or electrical failure of a covered component then we will pay for the parts and labour costs to repair your vehicle at an authorised repairer. In summary covered parts include: • All Mechanical components • All Electrical components • Oil seals or gaskets when removing the engine, gearbox, differential/final drive • All other oil seals or gaskets, providing they are not replaced as part of normal service and maintenance, up to a maximum of 70,000 miles from date of first registration • Catalytic converters and coated lifetime diesel particulate filters to a maximum of 70,000 miles from date of first registration • Damage to casings as a result of a mechanical or electrical failure • Navigation, multimedia components and Bluetooth equipment to a maximum of £3,000	Failure as a result of wear and tear of any covered component when the vehicle has covered over 70,000 miles from date of first registration. A full list of excluded components is detailed within the terms and conditions, examples of excluded components are listed below: • Additive diesel particulate filter • All batteries, including batteries or cells for hybrid and electric vehicles • Brake friction material • Clutch facing • Trim, paint and bodywork • Water ingress and corrosion • Window, windscreen and door seals Any loss, damage or failure that existed before the start date of the policy. You must pay the excess amount detailed within your policy schedule for each and every claim.
Car Hire: £60 per day (including VAT) to cover the cost of hiring a replacement vehicle whilst your vehicle is under repair.	Car Hire is only available where the scheduled repair time exceeds 8 working hours in the repair time schedule, and for a maximum of 7 days. This does not include periods where repairs are unable to commence, or due to non-availability of parts.
Overnight Accommodation and Travel Expenses: Up to £100 (including VAT), towards overnight accommodation or rail fare.	The cost of meals, drinks, or services.
Overseas cover: You can pay and reclaim for repairs whilst temporarily outside the UK.	Please read “Where am I covered?” section below for details.

MOT Test Insurance

We agree to pay the cost of repair, replacement and/or adjustment to the vehicle of the parts listed within the terms and conditions in the event that your vehicle fails its MOT.	You must pay the first £25.00 of each and every claim; and our promise to pay will not exceed a total of £750 (including VAT). You must pay for the cost of the MOT Test and any necessary re-test. A full list of exclusions is detailed within the terms and conditions, examples of exclusions are listed below: • Accidental or structural damage from any external cause • rust or corrosion • windscreen • exhaust system and catalytic converter • engine tuning or adjustment • wheel alignment • brake friction material where the condition or damage results from wear and tear • items that have been damaged or impacted as a result of wear and tear, such as but not limited to tyres, brake pads, clutches etc. and consumable items.

AA Roadside Assistance

AA Roadside Assistance is available if the vehicle is immobilised on the highway more than a quarter of a mile from the authorised driver's home address following a breakdown incident to the vehicle. The AA will seek to affect a roadside repair if, in the reasonable opinion of the patrol or appointed service producer, this can be achieved within a reasonable time.	In the event that a patrol or appointed service provider cannot fix the vehicle within a reasonable time, it may be taken to the nearest authorised repairer or, alternatively, to a local destination of the authorised driver's choice, although a charge will be payable for taking the vehicle and passengers to an alternative destination.
AA At Home provides assistance when the vehicle is immobilised following a breakdown incident at or within a quarter of a mile of the authorised driver's home address.	Where a prompt local repair is not possible, the AA may recover the vehicle to the nearest authorised repairer or, at an additional charge, another location of the authorised driver's choice.

Are there any restrictions on cover?

Routine maintenance or periodic repair: Normal service items and other components, subject to routine maintenance or periodic repair or replacement.
Working materials: Seals, gaskets and working materials, such as oils, oil filter and anti-freeze, unless it is essential to replace them because of a failure of a covered component.
Casings unless damaged as the result of a failure of a covered component.
Recall: Any repair or other costs arising from a recall of the vehicle instigated by the manufacturer.
Any claim covered by any other insurance, warranty, or entitlement, including any manufacturer's vehicle warranty.
Any claim attributable to the failure to comply with the vehicle service requirements.
Operating a vehicle with a known fault: Any repairs required as a result of continued operation of the vehicle once a defect or fault, including loss or lack of lubricants or coolant, has occurred. Component failure resulting from overloading, power surges or abnormal use.
Any claim where the mechanical or electrical failure has been caused by abuse and/or misuse of the vehicle.
All of the exclusions/restrictions that apply to your policy are shown within your policy documentation. Significant exclusions/restrictions are detailed within this Insurance Product Information Document.

Where am I covered?

This insurance covers the vehicle within the United Kingdom.
For a total period of up to 60 days it also covers the vehicle within the Geographical area.
The Geographical area means Norway, Liechtenstein, Switzerland, and any country that is a member of the European Union. Coverage for MOT Test Insurance and AA Roadside Assistance is only within the United Kingdom.

What are my obligations?

It is a condition of the policy of insurance that you have the vehicle properly, regularly, and punctually serviced in accordance with the manufacturer's recommendations by the dealer from whom you purchased the vehicle or any other reputable VAT registered dealer. This servicing must be carried out within 1,000 miles or 30 days, whichever occurs first, of the intervals specified by the manufacturer of the vehicle.

When and how do I pay?

For full details of when and how to pay, **you** should contact the administrator as detailed within your policy documentation.

When does the cover start and end?

This cover lasts for 12-months, and the dates of cover are specified on your policy schedule.

How do I cancel the contract?

You can cancel this insurance at any time by contacting the administrator as detailed within your policy documentation.

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Used Mechanical or Electrical Breakdown and MOT Test Insurance Policy including AA Roadside Assistance

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Automotion Used Mechanical or Electrical Breakdown and MOT Test Insurance Policy including AA Roadside Assistance

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General Information

Your cover is made up of three sections:

Section 1	Automotion Used Mechanical or Electrical Breakdown Insurance including **Multimedia components**
Section 2	MOT Test Insurance
Section 3	**AA Roadside Assistance**

The following pages detail the full terms, conditions and exclusions of **your** policy. They set out exactly what is and is not covered and what **you** need to do in the event of a claim. It is advisable to keep this policy document in **your vehicle** as **you** will need to show it to any **authorised repairer** if **you** have to make a claim.

Your Policy Schedule

Your policy schedule is enclosed with this booklet.

Your policy schedule and this booklet together form **your** policy of insurance. Please read this carefully and if the details are incorrect or **you** have any questions relating to the information stated please discuss these with the **administrator** on 020 3510 9447 at the earliest opportunity.

Your schedule will clearly show which of the cover options are applicable to **your vehicle** under this insurance.

Your cover is valid for the **period of insurance** as shown in **your** schedule.

Claim contact number

Please refer to the 'How to Claim' paragraphs under Sections 1 and 2 of the policy before authorising any repair.

To submit a Mechanical or Electrical Breakdown claim and/or MOT Test Insurance Claim, please call **us** on: 0800 0778 489

AA Roadside Assistance contact number

For **AA Roadside Assistance** please call: 0800 587 1887

General policy queries contact number

For general queries regarding **your** policy or **your** policy schedule **you** should contact the **administrator** at the earliest opportunity on: 020 3510 9447

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Eligibility criteria

This product aims to meet certain demands and needs of those who wish to ensure that the Mechanical and Electrical breakdown requirements of their **vehicle** are met as further outlined within the terms and conditions of this policy.

To be eligible for cover, **your vehicle** must have covered less than 120,000 miles and be less than 12 years old from the date of first registration at the start date of **your period of insurance**. However, there is no limit on the mileage that the **vehicle** can cover during the **period of insurance**.

About Your Insurer

YOUR INSURER

Your insurer is QBE UK Limited registered in England number 1761561, home state **United Kingdom**, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202842.

You can check this on the Financial Services Register by visiting the Financial Conduct Authority's website at http://www.fca.org.uk/register/ or by contacting the FCA on 0800 111 6768. The FCA is the independent watchdog that regulates financial services, including insurance. It requires **us** to give **you** this document. Use this information to decide if this insurance is right for **you**.

CONFLICTS

Occasions can arise where **we** or one of **our** associated companies, clients or product provider may have a potential conflict of interest with insurance business being transacted for **you**. If this happens, and **we** become aware that a potential conflict exists, **we** will write to **you** and obtain **your** consent before **we** carry out **your** instructions and **we** will detail the steps **we** will take to ensure fair treatment.

Your cancellation rights

You have a statutory right to cancel the policy within fourteen (14) days, starting from the date **you** enter into the policy, or, if different, the date **you** receive the policy documentation, whichever is later. **You** are only able to cancel the entire policy i.e. **you** cannot cancel just one of the sections.

When **we** receive **your** notice of cancellation and providing **you** have paid the **premium you** will be entitled to the following refund:

i. a full refund of **premium** in the event that **you** have not made a claim under the policy;

ii. a refund of the difference between the **premium** and claims paid under the policy if the **premium** is more than the claim(s) paid by **us**;

iii. no refund where the claim(s) paid by **us** is more than the **premium** paid by **you**.

In addition to **your** statutory right of cancellation within fourteen (14) days detailed above, **you** may cancel the entire policy at any time by giving **us** written notice. When **we** receive **your** written notice or when **we** receive cancellation instructions from the **administrator** in the circumstances set out in the section on '**Our** cancellation rights':

iv. where **you** have paid the **premium** in full other than by an instalment plan entered into between **you** and the **administrator**, **you** will be entitled to a pro rata refund of **premium**, which means a refund equivalent to the proportion of the unexpired portion of the **premium** from the date **your** notice of cancellation is received to the end date of the **period of insurance**; or

v. where **you** have funded payment of **premium** by an instalment plan entered into between **you** and the **administrator** no refund of **premium** will be payable to **you** and **you** irrevocably authorise **us** to pay any pro rata refund of **premium** that is due directly to the **administrator**.

Where **you** provide a written notice of cancellation to **us** at any time **we** shall have no liability under this policy from the date of **your** notice of cancellation and this policy shall be treated as cancelled from the

date of **your** notice of cancellation.

To cancel the policy, please contact the **administrator** at the following address:

Firstbase (Future Marketing) Limited t/a FBFM, 5 Clements Lane, Ilford, Essex, IG1 2QY

Telephone: 020 3510 9447

Our cancellation rights

We may cancel this policy by giving fourteen (14) days' notice by recorded delivery to **your** last known address.

You irrevocably authorise **us** to accept instructions to cancel **your** policy if and when the **administrator** notifies **us** that **you** have defaulted and failed to pay **your premium** instalments due under an instalment plan entered into between **you** and the **administrator**.

We shall also be able to cancel or terminate this policy in accordance with the paragraphs concerning "Information **you** provide to **us**", "Consequences of misrepresentation" and fraudulent claims within the 'General Terms' section of this policy. Nothing in this paragraph concerning '**Our** cancellation rights' shall impact the actions **we** are allowed to take as outlined in those paragraphs.

Automatic renewal

To ensure that **you** continue to be insured after renewal, **we** are permitted to automatically renew **your** policy using the payment details **you** have already provided, unless **we** or **you** have advised otherwise.

We will contact **you** at least 21 days before **your** policy ends, and before taking any payment, to confirm **your** renewal **premium** and policy terms. If **you** do not want **us** to automatically renew **your** policy **you** should let **us** know by contacting **us** on 020 3510 9447.

It is not possible for **us** to automatically renew policies in all circumstances. **Your** renewal notice will advise if **your** policy will be automatically renewed or if **you** need to discuss the renewal with **us**. If **we** are unable to offer renewal terms **we** will write to **you** at **your** last known address.

How to complain

Your insurer is QBE UK Limited

WHAT **YOU** SHOULD DO
We strive to provide an excellent service to all of **our** customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly. If **you** have a question or complaint about this insurance or the conduct of the **administrator you** should contact the **administrator** in the first instance.

Alternatively, if **you** wish to contact **us** directly **you** can either:

a) write to the complaints address shown in the policy schedule;
b) Telephone **us** on 020 7105 5988;
c) Email **us** at CustomerRelations@uk.qbe.com Please quote the policy or claim reference applicable.

If, after making a complaint, **you** feel that the matter has not been resolved to **your** satisfaction then if **you** are an eligible complainant **you** may contact The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0300 123 9123 or 0800 023 4567.
Website: http://www.financial-ombudsman.org.uk/consumer/complaints.htm

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **your** rights under this policy, but if **you** are not an eligible complainant then the informal complaint process ceases.

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A summary of **our** complaint handling procedure is available on request and will also be provided to **you** when acknowledging a complaint.

ABOUT THE FINANCIAL OMBUDSMAN SERVICE (FOS)

Eligible complainants are:

a) private individuals;

b) 'micro-enterprises'. Micro-enterprises will be able to bring complaints to the ombudsman as long as they have an annual turnover of under EUR2 million and fewer than ten (10) employees;

c) 'small businesses'. Small Businesses will be able to bring complaints to the ombudsman as long as they are not a micro-enterprise, have an annual turnover of less than GBP6.5million, and have a balance sheet total of less than GBP5million or it employs fewer than 50 employees;

d) charities with an annual income of less than GBP6.5million; or

e) a trustee of a trust with net assets of less than GBP5million.

The FOS will only consider a complaint if **you** are an eligible complainant and if:

a) **we** have been given an opportunity to resolve it; and

b) **we** have sent **you** a final response letter and **you** have referred **your** complaint to the FOS within six (6) months of **our** final response letter; or

c) **we** have not responded to **your** complaint with a decision within eight (8) weeks.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website: http://www.fscs.org.uk/contact-us/

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Definitions

The following words or terminology have the same meaning wherever they appear in the policy of insurance:

Administrator	**Administrator** means: Firstbase (Future Marketing) Limited t/a FBFM, 5 Clements Lane, Ilford, Essex, IG1 2QY Telephone: 020 3510 9447
AA Roadside Assistance	**AA Roadside Assistance** means the service set out in Section 3 of this policy.
Authorised repairer	**Authorised repairer** means any repairer who has been authorised by **us** to undertake any repair on the **vehicle**.
Covered components	**Covered components** means all electrical and moving mechanical components of the **vehicle** and which were part of the manufacturers original build specification but excluding those components listed under 'What is not covered' under Section 1.
Electric / hybrid vehicles	**Electric / hybrid vehicles** means a vehicle that is either propelled purely by electric drive motor(s) or by this method combined with a conventional internal combustion engine including but not limited to Hybrid Electric Vehicle (HEV), Plug-in Hybrid Electric Vehicle (PHEV), Extended Range Electric Vehicle (EREV), Plug-in Electric Vehicle (PEV), Battery Electric Vehicle (BEV), Self- Charging Hybrid Vehicle, Fuel Cell Electric Vehicle (FCEV) and Fuel Cell Hybrid Electric Vehicle FCHEV).
Geographical area	**Geographical area** means Norway, Liechtenstein, Switzerland, and any country that is a member of the European Union.
Manufacturer's vehicle warranty	**Manufacturer's vehicle warranty** means the original **vehicle** warranty provided by the **vehicle** manufacturer covering the mechanical components of the **vehicle** (excluding additional warranties they may provide such as tyre, battery, corrosion and perforation warranties).
Mechanical or electrical failure	**Mechanical or electrical failure** means the sudden and unexpected failure of a covered component for a reason other than **wear and tear**, gradual deterioration, negligence or any other specifically excluded cause.
Multimedia components	**Multimedia components** means only standard factory fitted equipment including any video cassette recorder/ player; screens; media control panel; auxiliary power input socket; 12-volt power supply; CD/DVD player (excluding headphones and remote control); multi-changer; satellite navigation system (excluding discs) and Bluetooth equipment.
Period of insurance	**Period of insurance** means the period between the start date and end date listed in the policy schedule.
Premium	**Premium** means the amount payable for this policy, including Insurance **premium** Tax (IPT) as applicable.
United Kingdom	**United Kingdom** means England, Scotland, Wales, Northern Ireland, Isle of Man, Jersey and Guernsey.
VAT	**VAT** means Value Added Tax
Vehicle	**Vehicle** means the **vehicle** described in the policy schedule that has been purchased by **you**.
We, us, our	**We**, **us**, **our** means: QBE UK Limited whose head office and registered address is: 30 Fenchurch Street, London, EC3M 3BD. Telephone: 020 7105 4000. Registered in England No. 1761561 Home State: **United Kingdom** Authorised by the Prudential Regulation Authority. Regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202842.
Wear and tear	**Wear and tear** means the gradual reduction or deterioration in operating performance and/or function of a component of the **vehicle** due to the age and/or mileage and/or usage of the **vehicle**.
You, your, vehicle owner	The owner and registered keeper of the **vehicle** being the person or entity as named in the policy schedule.

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Section 1 - Automotion Used Mechanical or Electrical Breakdown Insurance

Introduction

The Automotion Used Mechanical or Electrical Breakdown Insurance is provided by QBE UK Limited and includes cover for:

- **Mechanical or electrical failure** in respect of the **covered components** of the **vehicle** except those excluded under 'What is not Covered';
- **Vehicle** hire;
- Overnight accommodation or rail fare;

all this cover is explained in the 'What is Covered' and 'Additional Benefits' section of the policy.

What is covered

In the event **your vehicle** suffers a **mechanical or electrical failure** of a covered component then **we** will pay for the parts and labour costs to repair or replace the covered component provided that:

a) **you** have paid the **premium** when **you** purchased this policy, or **you** have confirmed that **you** are paying the **premium** via the Automotion Approved Extended Warranty Instalment Plan; and

b) the failure of the covered component occurred during the **period of insurance**; and

c) the failure occurred within the **United Kingdom**;

d) **you** must pay the excess amount detailed within **your** policy schedule for each and every claim; and

e) **our** maximum liability for any one claim or the total of all claims during the **Period of insurance** shall be as stated in **your** policy schedule.

The following is also covered

a) Oil seal or gasket leaks where removal of the engine, gearbox or differential / final drive unit is essential in order to effect repairs;

b) Whilst exhaust systems are excluded, catalytic converters and coated lifetime diesel particle filters will be covered for a failure to meet exhaust emission requirements provided that these components have not exceeded a maximum mileage of 70,000 miles from the date of first registration of the **vehicle**;

c) All other oil seals or gaskets, providing they are not replaced as part of normal service and maintenance, up to a maximum of 70,000 miles.

d) Consumable items such as oils, oil filter and anti-freeze are covered only if it is essential to replace them as the result of a covered failure of another a covered component;

e) Casings when damaged as a result of a mechanical component failure;

f) **Multimedia components** (excluding those items listed under the what is not covered section)

g) **Wear and tear** failure to **covered components** when the **vehicle** has not exceeded a maximum mileage of 70,000 miles from the date of first registration.

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Additional benefits

In addition to the above cover **we** will pay the following costs that arise as a result of a valid claim:

1. REPLACEMENT VEHICLE HIRE

The cost of hiring a comparable replacement vehicle up to an amount of £60, inclusive of **VAT**, per day for a maximum of 7 days and subject to the following conditions:

a) **You** must obtain **our** prior approval before agreeing to hire a vehicle, otherwise the cost of hire will not be covered under this policy;

b) hire cannot commence until 24 hours after **we** accept a valid claim;

c) **we** are only required to pay replacement hire costs where the scheduled repair time exceeds 8 hours. Repair time is based upon the manufacturer's authorised repair time schedules.

Repair times specifically exclude periods when the **vehicle** is off the road and repairs are unable to commence, or be completed, due to non-availability of parts, except for repairs involving the complete replacement of engine, gearbox or rear axle assemblies if they must be ordered from the manufacturer.

d) the hire costs form part of the overall claims limits as stated in d) under 'What is covered' contained above;

e) the hired vehicle must be rented from a bona fide rental operator;

f) fuel, insurance and other ancillary costs in respect of the hired vehicle are **your** responsibility;

g) a receipted rental agreement for the vehicle hire charges must be submitted to **us**.

2. OVERNIGHT ACCOMMODATION OR RAIL FARE

A contribution of up to £100, inclusive of **VAT**, towards overnight accommodation or rail fare, subject to the following conditions:

a) **we** are only liable for these costs where it cannot be reasonably expected for **you** to return to **your** home address at the time of the **mechanical or electrical failure**;

b) the overnight accommodation or rail fare costs form part of the overall Claims Limits as stated in d) under 'What is covered' contained above;

c) a receipted invoice for these costs must be submitted to **us**.

d) **we** will not pay for the costs of meals, drinks or services.

3. OVERSEAS COVER EXTENSION

Section 1 is extended to cover **your vehicle** whilst temporarily outside the **United Kingdom** but only when it is in the **geographical area** provided that:

a) this extension of cover is only available to **you** for a total period of up to 60 days during the **period of insurance**. Claims which occur outside this 60-day period are not valid.

b) where the **mechanical or electrical failure** occurs outside the **United Kingdom** but within the **geographical area**, **you** are entitled to authorise the repair in which case **you** must pay the repairer directly in respect of the actual **mechanical or electrical failure** and submit a claim to **us** for reimbursement upon **your** return to the **United Kingdom**.

c) for any costs incurred outside the **United Kingdom** but within the **geographical area**, **you** will be reimbursed at standard **United Kingdom** costs for parts and labour in pounds sterling at the prevailing exchange rate on the date that **you** paid for the repair. It is essential that **you** retain original invoice(s) for any payments that **you** have made as no payment can be considered until **we** have received the relevant invoice(s).

d) **you** are not entitled to authorise any expenses incurred in respect of paragraph 1 or 2 above where **you** must comply with the procedures set out under these paragraphs.

What is not covered

Section 1 of the policy excludes, and **we** shall not pay for, the following:

1. SERVICE AND MAINTENANCE.

   Any items that require replacement as a part of routine **vehicle** maintenance including but not limited to; (e.g. spark plugs, oil filter, air filter etc.), auxiliary drive belts (unless required as part of a valid repair). Any items replaced as part of long-term maintenance (e.g. friction materials, clutch, brake discs and drums, brake pads, tyres, wiper blades, bulbs, fuses, air conditioning refrigerant etc.), wheels (including wheel balancing), all types of batteries and cells. Timing belts which have not been replaced as per the manufacturer's specification (proof is required). Any maintenance or adjustments required to any covered component in the ordinary course of usage of the **vehicle** or the covered component.

2. BODY AND TRIM

   Any of the following components; paint, body panels or bodywork and its components, chassis and sub-frames, body aperture seals, glass, interior and exterior trim or decorative components, upholstery and interior door panels, wheels including wheel balancing.

3. MULTIMEDIA COMPONENTS

   Non-factory fitted multimedia items, aerials, software upgrades, discs, batteries, remote controls, headphones and screens which are working and/or operating within the tolerances specified by the manufacturer including (but not limited to), dead pixels within the screen.

4. OTHER COMPONENTS

   Exhaust systems (e.g. manifolds; pipes and silencers).

   For **electric / hybrid vehicles**, all batteries, including high-voltage batteries and external charging system components (e.g. charge connector and cable, home charging dock and fast charging port).

Excluded Events

1. PRE-EXISTING FAULTS

   Any loss, damage or failure which (i) a qualified engineer appointed by **us** determines this to have existed before the **period of insurance**; (ii) relates to a part that was known to be faulty by **you** prior to the MOT due date.

2. OVERHEATING, LACK OF LUBRICATION, OVERLOADING, POWER SURGES OR ABNORMAL USE

   Damage caused by overheating, lack of lubrication or carbon build up. Any repairs required as a result of continued operation of the vehicle once a defect or fault, including loss or lack of lubricants or coolant, has occurred. Any burnt or pitted valves. Component failure resulting from overloading, power surges or abnormal use.

3. RECALL

   Any repair or other costs arising from a recall of the **vehicle** instigated by the manufacturer.

4. COVER UNDER ANY OTHER INSURANCE OR WARRANTY

   Any defect in workmanship and materials which is claimable under the terms of any other insurance, warranty or manufacturer's warranty.

5. FAILURE TO COMPLY WITH SERVICE REQUIREMENTS

   Any **mechanical or electrical failure** directly or indirectly attributable to **your** failure to comply with the '**Vehicle** service requirements' set out below.

6. UNAUTHORISED REPAIRS

Any claim or losses where **we** or the **administrator** have not a) been contacted prior to the commencement of repairs; or b) issued a work authorisation number.

7. CONSEQUENTIAL DAMAGE

Any claim or losses relating to:

a) the failure of a covered component directly or indirectly caused by the failure of a component that is not covered under this policy; and

b) the failure of a component that is not covered under this policy directly or indirectly caused by the failure of a of a covered component.

8. FAILURE TO FOLLOW OPERATING GUIDELINES

Any claim or losses attributable to failure to follow the **vehicle** manufacturer's operating guidelines, including (but not limited to) exceeding the **vehicle** manufacturer's specified operating limitations, abuse and/or misuse of the **vehicle** and use of contaminated or inappropriate fuel.

9. FAILURE TO USE AN AUTHORISED REPAIRER

Any claim or losses arising from the **mechanical or electrical failure** of a covered component which has, prior to the **mechanical or electrical failure**, been repaired by any person other than an **authorised repairer**.

10. INADEQUATE REPAIRS

Any claim or losses resulting from inadequate or inappropriate repair to the **vehicle**.

11. INELIGIBLE **VEHICLE** CONDITIONS Any

claim or losses where the **vehicle**:

a) has been modified from the manufacturer's original specifications;

b) is used for hire or reward, such as taxis, driving schools, competitions, racing, pace making or off-road use unless specifically designed for the purpose, or any **vehicle** of more than 5.0 tonne GVW;

c) is used for public services (such as, but not limited to police, fire brigade, ambulance, rescue, military purposes);

d) is being used for a purpose for which it was not designed;

e) has a speedometer or odometer reading that is not able to be confirmed because it has been interfered with, altered, disconnected, is not working or was removed from the **vehicle**; or

f) is not roadworthy or is unregistered for road use.

g) has not been serviced in accordance with the service requirements detailed under the '**Vehicle** Service Requirements' in section 1 of this policy.

h) has been abused and/or misused and that the abuse/misuse has caused the covered component failure.

12. CONSEQUENTIAL LOSS EXCLUSION

As specified in General Terms on page 25.

13. CYBER EXCLUSION

As specified in General Terms on page 25.

14. EXTERNAL CAUSES EXCLUSION

As specified in General Terms on page 25.

14. SANCTIONS EXCLUSION

As specified in General Terms on page 25.

Vehicle service requirements

It is a condition of this section of the policy that **you** have the **vehicle** serviced in accordance with the manufacturer's recommendations by the dealer from whom **you** purchased the **vehicle** or any other reputable **VAT** registered dealer. This servicing must be carried out within 1,000 miles or 30 days, whichever occurs first, of the intervals specified by the manufacturer of the **vehicle**.

You will need to present an itemised **VAT** service invoice in the event of a claim under this policy.

In the event that **you** do not comply with these servicing requirements, **you** may invalidate the cover under this policy.

How to claim in respect of Mechanical or electrical failure

In the event that **you** wish to make a claim, please contact **us** on: **0800 0778 489**

1. CLAIMS PROCEDURE

In the event that **you** need to make a claim **you** need to follow the below procedure:

i) REPAIRS IN THE **UNITED KINGDOM**

Take the **vehicle** to the dealer from whom the **vehicle** was originally purchased. The dealer will confirm whether the repair request is valid and will then handle the repair on **your** behalf. If **you** cannot take the **vehicle** back to the dealer from where it was purchased or **you** wish to appoint **your** own repairer please follow the instructions below:

1. Contact **our** customer helpline on 0800 0778 489 for advice on using **your** own repairer or where to find an approved repairer;
2. If any diagnosis or dismantling is required, the **authorised repairer** will need **your** authority prior to commencing any repairs. Where the failure or repair costs are not covered under this policy **you** will be responsible for (a) all costs associated with diagnosing or dismantling the **vehicle** and; and (b) directly settling any balance of these costs to the **authorised repairer**;
3. Once the repairer has diagnosed the problem with **your vehicle,** they should contact **our** claims department for prior approval before starting any repairs;
4. The repairer should provide the **vehicle** details, date and mileage at the time of failure and a detailed estimate of the repair costs to **us**; and
5. If **you** have used **your** own repairer, **you** may have to pay and reclaim the cost from **us**.

Following completion of repairs, the repair invoices and any supporting documents will be forwarded to **us** for reimbursement. **You** must pay the repairer directly at the time of repair for any additional costs not covered by, or in excess of, the terms and conditions of this policy, and any **VAT**, where **you** are registered for **VAT**.

We shall only pay for repairs where **we** have issued an authorisation number to the **authorised repairer** before any repairs are started.

ii) REPAIRS IN THE GEOGRAPHICAL AREA OTHER THAN IN THE UNITED KINGDOM

If **your vehicle** requires repairs outside of the **United Kingdom** but within the **geographical area**, **you** will not need prior approval from **us** in relation to the costs of

any repairs, other than for the costs at paragraphs 1 and 2 of the 'Additional Benefits' under 'What is Covered' in Section 1 of this policy. **You** must pay the repairer directly for the repairs and submit a claim to **us** for reimbursement when **you** return to the **United Kingdom**.

On **your** return to the **United Kingdom**, please contact **us** for instructions on how to proceed or **we** will not pay the relevant claim or losses. If **your** claim is valid, **you** will be reimbursed at standard **United Kingdom** costs for parts and labour in pounds sterling at the prevailing exchange rate on the date that **you** paid for the repair. It is essential that **you** retain original invoice(s) for any payments that **you** made as **we** will not consider payment until **we** have received the relevant invoice(s).

2. GENERAL

Repair times for labour charges are based on the manufacturers scheduled repair times and the manufacturer's list prices for parts on the date of repair.

We are able to examine the **vehicle** at any time and to appoint a separate independent expert to assess any damage before **we** approve the start of repairs to the **vehicle**.

Where **you** wish to claim on **your** own behalf, **you** must inform **us** of **your** intention as soon as possible and produce evidence to **us** that the **authorised repairer** has been paid for their work. It is essential that **you** retain original invoices for the cost of repairs as payments under this policy will not be made until the relevant invoice(s) have been received and approved by **us**.

When **we** receive invoice(s) and other supporting documentation concerning **your** claim, any valid claim will be settled by **us** if **you** have complied with the terms and conditions of this policy.

Note: Claims and all supporting documents must be received by us within 30 days of the date of completion of the repairs or we shall not pay your claim.

AUTOMOTION®

Section 2- MOT Test Insurance

Introduction

The MOT Test Insurance is provided by QBE UK Limited

Eligibility criteria

In addition to the Eligibility Criteria outlined in Section 1 and the "General policy queries contact number section" of this policy, this MOT Test Insurance is not suitable for **you** and this policy will not cover any loss to **your vehicle** if **you** do not meet the following eligibility criteria at the start date of **your period of insurance**:

Your vehicle must

a) have more than ninety (90) days remaining to the expiry date of the current and valid MOT Test in relation to the **vehicle**; or

b) be of an age where an MOT Test has not previously been required

What is covered

1. **We** agree to pay the cost of repair, replacement and/or adjustment to the **vehicle** of the parts listed below under 'Parts Covered by the MOT Test Insurance' if such parts are listed in a 'Notification of Refusal to issue an MOT Certificate (Form VT30)' prepared during the **period of insurance**, and this listing results in the **vehicle** failing its MOT Test provided that:

   i) **you** must pay the first £25.00 of each and every claim; and

   ii) **our** maximum liability will not exceed £750.00, inclusive of **VAT**, for each MOT Test; and

   iii) this MOT Test Insurance is subject to the following MOT Test Conditions and Exclusions in this Section 2.

2. **Parts Covered by the MOT Test Insurance**

   The following parts are the items where **we** will pay the cost of repair, replacement and/or adjustment to the **vehicle**:

   LIGHTING EQUIPMENT

   Headlights, front and rear side lights, number plate illumination lamp, stop lamp, rear reflectors, rear fog lights, hazard warning lights, and controls, direction indicator control, fog lamp on/off indicator (excluding Xenon lights and bulbs).

   STEERING AND SUSPENSION

   Wheel bearings (front and rear), power and manual steering mechanism, track rod ends, transmission shafts, front and rear suspension, swivel and ball joints, suspension springs, suspension mountings.

   BRAKES

   Master cylinder, wheel cylinders, calipers, discs/drums, load compensator, ABS modulator/ sensors/ECU, brake pipes/hoses/cables (excluding corroded pipes).

   SEAT BELTS

   All seat belts for condition and operation.

   GENERAL

   Fuel injection ECU or sensor replacement directly or as a result of a calibration failure to meet MOT

exhaust gas emission standards. The horn, speedometer and speed limiter, windscreen wiper and washers (excluding wiper blades and rubbers).

NB. The cost of repair, replacement and/or adjustment to tuning and other such adjustments to the **vehicle** are only covered under this policy if any such work is necessary to meet MOT exhaust gas emission standards.

What is not covered

MOT Test insurance excludes, and **we** shall not be liable for the following:

a) the cost of the MOT Test and any necessary re-test;

b) more than one claim in any 12-month period;

c) accidental or structural damage from any external cause, rust or corrosion, windscreen, exhaust system and catalytic converter, engine tuning or adjustment, wheel alignment, brake friction material where the condition or damage results from **wear and tear**, items that have been damaged or impacted as a result of **wear and tear** such as but not limited to tyres, brake pads, clutches etc. and consumable items;

d) any parts of the **vehicle** which have not actually failed, but which are replaced or reported during routine servicing as a result of the repair of other parts in the **vehicle** which have failed;

e) any part of the **vehicle** covered by any other existing warranty or insurance;

f) liability that attaches to the **vehicle** by virtue of any agreement that would not have attached to the **vehicle** if there had been no agreement;

g) any liability, loss or claim:

i) for death, bodily injury, or damage to other property; or

ii) that are not directly associated with the MOT Test Insurance that caused **you** to claim and/or that are not expressly stated as being covered under clause 1) or 2) of 'What is covered' above;

arising directly or indirectly from the claim or event giving rise to a claim under this MOT Test Insurance;

h) any claims or losses arising from the use of contaminated or inappropriate fuel for the **vehicle**;

i) any claims or losses that arise as a result of inadequate repair or maintenance of the **vehicle**;

j) any claims or losses arising from repair during the **period of insurance** by any party other than an **authorised repairer**;

k) the failure of a covered component directly or indirectly caused by the failure of a component that is not covered by Section 1 of this insurance, and the failure of a component that is not covered by this insurance directly or indirectly caused by the failure of a covered component;

l) any repair or other costs arising from the recall of the **vehicle** by its manufacturer;

m) any loss, damage or failure which (i) a qualified engineer appointed by **us** determines this to have existed before the **period of insurance**; (ii) relates to a part that was known to be faulty by **you** prior to the MOT due date;

n) Any claims, losses or repairs where **your vehicle**:

i) has been modified from the manufacturer's original specifications;

ii) has been abused and/or misused and that the abuse/misuse has caused the **covered components** failure;

iii) is used for hire or reward, such as taxis or driving schools, competitions, racing, pace making, off-road use unless specifically designed for the purpose, or any **vehicle** of more than 5.0 tonne GVW;

iv) is used for public services (such as, but not limited to, police, fire brigade, ambulance, rescue, military purposes);

v) is being used for a purpose for which it was not designed;

vi) has not been serviced in accordance with the service requirements detailed under the 'Vehicle service requirements' in Section 1 of this policy;

vii) has a speedometer or odometer reading that is not able to be confirmed because it has been interfered with, altered, disconnected, inoperative or removed from the **vehicle**; or

viii) is not roadworthy or is unregistered for road use.

o) CONSEQUENTIAL LOSS EXCLUSION

As specified in General Terms on page 25.

p) CYBER EXCLUSION

As specified in General Terms on page 25.

q) EXTERNAL CAUSES EXCLUSION

As specified in General Terms on page 25.

r) SANCTIONS EXCLUSION

As specified in General Terms on page 25.

MOT Test Conditions

1. In the event the **vehicle** fails its MOT Test, it is **your** responsibility to authorise any dismantling and to pay these charges if such dismantling proves that the relevant failure is not covered by the MOT Test Insurance. Any exploratory dismantling charges will only be reimbursed as part of a valid claim and are subject to the limit of **our** liability in 'What is covered' contained above.
2. **We** are able to examine the **vehicle** and subject the parts being repaired to assessment by an independent expert before **we** authorise the start of any repairs. **We** and **you** agree that in the event of any dispute arising as to the extent of **our** liability under this Section 2, the decision of the independent assessor (to be set out provided in a written report to **you** and **us**) shall be final and binding on both **you** and **us**.
3. **We** will not pay for any statement or representation, written or verbal (by whomsoever made), which contradicts the terms and conditions in this MOT Test Insurance, unless **we** confirm such statement or representation in writing to **you**.
4.

How to claim in respect of the MOT Test Insurance

In the event that your vehicle fails the MOT Test and you wish to make a claim, **you** should take **your** vehicle to the dealer from whom the vehicle was purchased or to an **authorised repairer** as soon as possible who will arrange for any repairs to be carried out.

Please hand to the **authorised repairer**:

a) this policy; and

b) proof of servicing; and

c) the previous valid MOT Certificate (if applicable); and

d) the 'Notification of Refusal to issue an MOT Certificate' (VT30) citing the reasons for failure.

DUTIES IN EVENT OF A CLAIM

1. The **authorised repairer** will contact **us** and **we** shall determine if the parts involved in the repair, deemed necessary by the "Notification of Refusal to issue an MOT Certificate" (VT30), are covered by the terms and conditions of this MOT Test Insurance.

2. The **authorised repairer** must obtain prior approval from **us** as to whether or not there is a valid claim under the MOT Test Insurance. When, and if, the **vehicle** is granted an MOT Certificate (VT20), the **authorised repairer** will forward to **us** a copy of a completed:

   a) **VAT** repair invoice as signed by **you**; and

   b) the old MOT Certificate; and

   c) the "Notification of Refusal to issue an MOT Certificate" (VT30).

   We will only pay for repairs where **we** have issued an authorisation number to the **authorised repairer** before to the start of the authorised repair.

3. Claims and all supporting documents must be received by **us** within 30 days of the date of completion of the repairs or **we** shall not pay **your** claim. However, if **we** receive a claim after this 30 day period, **we** may accept any such claim (at **our** sole discretion) in the event that **you** are able to show the delay was the result of exceptional circumstances and that it would not have been possible, using **your** best efforts, to submit the claim within this 30 day period.

4. Following completion of repairs, the repair invoices and any supporting documents, which may include this policy document, will be forwarded by the **authorised repairer** to **us** for reimbursement. However, **you** must pay the **authorised repairer** directly at the time of the repair for additional costs not covered by, or in excess of, the terms and conditions of this insurance, or **VAT** where **you** are registered for **VAT**.

5. When the **authorised repairer** forwards documentation to **us** on **your** behalf, **we** will have authority to pay it directly for the cost of repairs. Where **you** wish to claim on **your** own behalf, **you** must inform **us** of **your** intention as soon as possible and give **us** documents that show the **authorised repairer** has been paid for their work. **We** will not pay any amounts directly to **you** until **you** have provided **us** with this evidence concerning payment.

6. Where necessary, the policy documents will be posted back to **you** after review by **us**. Once returned, **you** should check the documents are intact.

AUTOMOTION®

Section 3 - AA Roadside Assistance

The AA shall provide the following services:

a) a roadside repair if, in the reasonable opinion of the patrol or appointed agent, this can be achieved within a reasonable time;

b) if a patrol or appointed agent cannot fix the **vehicle** within a reasonable time, take the **vehicle** to the nearest **authorised repairer** or, alternatively, to a local destination of **your** choice, at the absolute discretion of the patrol or the appointed agent;

c) making a telephone call at **your** request following a Breakdown Incident;

d) providing information on the location of the nearest **authorised repairer**;

e) providing and operating a free phone helpline, on telephone number 0800 587 1887 - available 24 hours a day, 7 days a week

It is **your** responsibility to instruct the repairer to make any repairs required and to pay the repairer. Any contract for repair will be between **you** and the repairer. If the **vehicle** is recovered, **we** do not guarantee such recovery will be within the opening hours of an **authorised repairer** or that the **authorised repairer** will be immediately available to make the required repairs.

If the **vehicle** is moved or a temporary repair is carried out at the original location of the breakdown, the cost of the subsequent repairs will not be covered under the Roadside Assistance Services and may not be covered by any warranty or insurance. The repairer shall inform **you** to check for details of repairs covered under the Automotion Used Mechanical or Electrical Breakdown Insurance.

The AA Roadside Assistance does not include:

1. the cost of spare parts, petrol, oil, keys or other materials required to repair the **vehicle** or any supplier delivery or call-out charges relating to these items;
2. the cost of any labour, other than that provided by **us** or its sub-contractors or agents at the scene of the breakdown or accident;
3. any additional transport or other costs that **you** might incur or any incidental expenses that may arise during a recovery. **We** cannot accept any costs for passengers who do not accompany the **vehicle** while it is being recovered;
4. routine maintenance and running repairs;
5. any recovery or tow following an accident;
6. assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services involved have authorised the **vehicle**'s removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be paid by **you**;
7. a further recovery after the **vehicle** has been recovered following a breakdown;
8. **vehicle** servicing or re-assembly where this is required as a result of neglect or unsuccessful work on the **vehicle** other than on the part of **us**, **our** sub-contractors or agents;
9. the cost of garage or other labour required to repair the **vehicle**, other than that provided by **us**, **our** sub-contractors or agents at the scene of the breakdown or accident;
10. any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance;

11. any additional charges resulting from a failure to carry a legal and serviceable spare wheel or tyre, except where this is not provided as manufacturers standard equipment;

12. having a **vehicle** stored or guarded in **your** absence;

13. the provision of any services when the **vehicle** is on private property, unless it can be established that **you** have the permission of the owner or occupier;

14. the provision of service to any persons in excess of the number of seats fitted in the **vehicle** at the time of the breakdown, or to anyone who was not travelling in the **vehicle** at the time of the breakdown;

15. any ferry, toll or congestion charges incurred in connection with the **vehicle** as a result of being recovered;

16. the recovery of any **vehicle** bearing trade plates or which **we** or **our** sub-contractors or agents have reason to believe has just been imported or purchased at auction;

17. the transportation of immobilised vehicles where **we** or **our** sub-contractors or agents considers this to be part of a commercial activity;

18. the cost (including any call-out charge) of any locksmith, body/glass or tyre specialist, specialist lifting equipment should **we** or **our** sub-contractors or agents consider this necessary;

19. the cost of any specialist lifting equipment;

20. the transportation or arrangement of the transportation of any animal. If **we** or **our** sub-contractors or agents does, at their local discretion, agree to transport any animal, **you** agree that such transport is at **your** own risk

21. assistance for vehicles broken down as a result of taking part in any 'Motor Sport Event' including, without limitation, racing, rallying, trials, or time trials or auto test. However, **we** do not consider 'Concours d'elegance' events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events;

22. **We** shall not be required to provide Roadside Assistance for any **vehicle** recovery following an accident;

23. **We** can refuse to provide or arrange Roadside Assistance where:

    a) Service is requested to deal with the same or similar cause of breakdown to which **we** or **our** sub-contractors or agents attended within the preceding 28 days (nothing in this provision shall affect any rights **you** may have in relation to any negligence or breach of any other legal duty on the part of the repairer, **us** or **our** sub-contractors or agents);

    b) **You** are not with the **vehicle** at the time of the breakdown and cannot be present at the time the assistance arrives;

    c) In **our** reasonable opinion, the **vehicle** was, immediately before breakdown or accident, dangerous, overladen, un-roadworthy or could not otherwise have been lawfully used on a public highway;

    d) In **our** reasonable opinion, there has been an unreasonable delay in reporting the breakdown;

    e) In **our** reasonable opinion, providing this service would involve a breach of any law;

    f) **We** are unable to confirm that **you** are entitled to receive Roadside Assistance;

    g) **We** reasonably consider that **you** or anyone accompanying **you**:

        i) is behaving or has behaved in a threatening or abusive manner to **us**, **our** sub-contractors, their employees, patrols or agents, or any third-party contractor, or

        ii) has falsely represented that **you** are entitled to services to which **you** are not entitled, or

iii) has assisted another person in accessing the services to which they are not entitled, or

iv) owes **us** money with respect to services, spare parts or other matters provided by **us** or by a third-party on **our** instruction.

24. CONSEQUENTIAL LOSS EXCLUSION

As specified in General Terms on page 25.

25. CYBER EXCLUSION

As specified in General Terms on page 25.

26. EXTERNAL CAUSES EXCLUSION

As specified in General Terms on page 25.

27. SANCTIONS EXCLUSION

As specified in General Terms on page 25.

AA At Home:

a) AA At Home may provide assistance when the **vehicle** is immobilised following a Breakdown Incident at or within ¼ mile of **your** home address.

b) In the event that **we** do provide or arrange the provision of benefits, where a prompt local repair is not possible, **we** may make arrangements to recover the **vehicle** to the nearest **authorised repairer** or other location of **your** choice at **our** absolute discretion. It is **your** responsibility to instruct the repairer to make any repairs required and to pay them. Any contract for repair will be between **you** and the repairer. If the **vehicle** is recovered, **we** do not guarantee such recovery will be within the opening hours of an **authorised repairer** or that the **authorised repairer** will be immediately available to make the required repairs.

Situations which are outside of AA Roadside Assistance:

The benefits payable will not include the costs of any additional transport or other costs that **you** might incur, whether as a result of the **vehicle** being towed or otherwise. Assistance following a breakdown or accident attended by the police or other emergency service, cannot be provided until the services concerned have authorised the removal of the **vehicle**. Where the police or emergency services concerned insist on immediate recovery by a third-party, the cost of this must be paid by **you**.

AUTOMOTION®

General Terms

Applicable Law

This policy will be governed by and interpreted in accordance with the laws and practice of England. The courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this policy.

Basis of contract

Any reference to 'basis of the contract' in this policy or in the proposal form (if any) is of no effect.

Information you provide to us

You must take reasonable care not to make any misrepresentation or provide untrue or misleading information when **you** take out this policy or renew it.

Consequences of misrepresentation

If **we** show that **your** misrepresentation was deliberate or reckless, **we** will treat this policy as if it never existed, refuse all claims and may retain any **premium**.

If **we** establish that **your** misrepresentation was careless, **we** may:

a) if **we** would not have entered into the policy, treat this policy as if it had never existed, refuse all claims and return the **premium** paid;

b) if **we** would have entered into the policy on different terms (excluding relating to **premium**), treat this policy as if it had been entered into on those different terms; or

c) if **we** would have entered into the policy on the same or different terms but would have charged a higher **premium**, reduce the amount **we** pay on a claim in the proportion the **premium you** have paid bears to the **premium we** would have charged **you** but for **your** misrepresentation.

Changes to the information you provide

You must tell **us** when any of the information **you** provided changes. **We** may then reassess the terms of **your** cover.

Fraudulent claims

If **you** make a fraudulent claim, **we**:

a) will not pay the claim;

b) may recover any sums **we** paid in respect of the claim from **you**; and

c) may by notice to **you** treat this policy as having been terminated from the time of the first fraudulent act and may retain any **premium**.

Compliance with policy terms

The cover under **your** policy may be affected if **you** do not comply with all the provisions of this policy.

AUTOMOTION®

Exclusions

CONSEQUENTIAL LOSS EXCLUSION

Loss of use or any other consequential loss, penalties for delay or detention, or in connection with guarantees of performance or efficiency.

Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property, damage loss of use of your **vehicle**, loss of time and inconvenience resulting from the operation, maintenance or use of your **vehicle** is expressly excluded.

CYBER EXCLUSION

Loss, damage, cost, expense, or any other sum payable under this policy of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

a) any actual or threatened unauthorised, malicious or criminal act, or series of actual or threatened unauthorised, malicious or criminal acts, or any hoax relating to any of these;

b) any failure to act, error, omission or accident or series of related failures to act, series of related errors, series of related omissions or series of related accidents; or

c) partial or total unavailability or failure, or series of related partial or total unavailability or failures,

involving or affecting the use or operation of, access to, or the processing of any computer, hardware, software, data, information technology and communications system, electronic device, server, cloud or microcontroller including any similar system or any configuration of the aforementioned, and including any associated input, output or data storage device.

EXTERNAL CAUSES EXCLUSION

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following:

a) Fire, theft, collision, overturn, the collapses of external objects, the falls of moving object in air incurred while the vehicle is moving or parking, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or
b) war and terrorism, environmental and pollution or nuclear; or
c) from any other external cause

SANCTIONS EXCLUSION

We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** company group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Records

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

Privacy and Data Protection

All personal information provided to the insurer will be processed in accordance with applicable data protection regulations and in accordance with the privacy notice which can be found at

https://qbeeurope.com/privacy-policy/. Alternatively, **you** may contact the insurer's Data Protection Officer to request a copy of the full privacy notice by email: dpo@uk.qbe.com or by writing to the: Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.

The type of personal information will include:

- **Your** name
- Address
- Contact details

The purposes for which **your** personal information will be processed may include (but are not limited to):

- Evaluating **your** policy application and providing a quotation
- Providing cover under this policy
- Handling claims
- Crime and fraud prevention
- Debt recovery
- Improving and developing products and services

The processing of the information provided is necessary for the performance of a contract to which **you** are party or in order to take steps prior to entering into a contract.
Your personal information may be shared with third parties such as intermediaries, insurers, reinsurers, loss adjusters, sub-contractors, our affiliates, the police and other law enforcement agencies, fraud and crime prevention and detection agencies and to certain regulatory bodies. **You** may be contacted by third parties to request completion of surveys to obtain feedback which may also be shared with some of the above third parties.

Depending on the circumstances, the use of personal information may involve a transfer of personal information outside the United Kingdom and the European Economic Area to countries that have less robust data protection laws. Any such transfer will be made with appropriate safeguards in place.

Your personal information will be kept for as long as reasonably necessary to fulfil the purposes set out above and to comply with our legal and regulatory obligations.

The exact time period will depend on the type of personal information provided, for example:

- If **you** take out a warranty but do not make a claim, your personal information will be retained for 7 years from the expiry of your warranty.
- If **you** make a claim under a warranty, your personal information will be retained for 7 years from the date on which the claim is settled.

You have various rights in respect of your data, and these include:

- The right to access **your** personal information - You are entitled to a copy of the personal information we hold about **you** and certain details about how **we** use it;
- The right to rectification - **we** always take care to ensure that the information we hold about **you** is accurate and where necessary up to date. If **you** believe that there are any inaccuracies, discrepancies or gaps in the information we hold about **you**, **you** can contact **us** and ask **us** to update or amend it;
- The right to restriction of processing - in certain circumstances, **you** are entitled to ask **us** to stop using **your** personal information, for example where **you** think that the personal information **we** hold about **you** may be inaccurate or where **you** think that **we** no longer need to use **your** personal information;
- The right to erasure - this is sometimes known as the 'right to be forgotten'. It entitles **you**, in certain circumstances, to request deletion of **your** personal information. For example, where **we** no longer need **your** personal information for the original purpose **we** collected it for or where **you** have exercised **your** right to withdraw consent;

- The right to object - where **we** process **your** personal information on the basis of a justifiable purpose, **you** can object to such processing, unless our purpose outweighs any prejudice to **your** privacy rights; and
- The right to data portability - in certain circumstances, **you** can request that **we** transfer personal information that **you** have provided to **us** directly to a third party

You have a right to complain to the Information Commissioner's Office (ICO) if **you** believe that **we** have breached data protection laws when using **your** personal information.

You can visit the ICO's website at https://ico.org.uk/ for more information. Please note that lodging a complaint will not affect any other legal rights or remedies that **you** have.

Where personal information is provided in respect of another person, **you** are required to inform them of the above.

If **you** wish to implement your rights as outlined, please contact **us** at the following address:

QBE UK Limited
30 Fenchurch Street
London
EC3M 3BD

Tel: 020 7105 4000

AUTOMOTION®

Transfer of Insurance

Upon the sale of **your vehicle**, this policy of insurance may be transferred to the new owner, provided **you** can demonstrate to the **administrator** that servicing has been carried out in accordance with the manufacturer's recommended frequency and content. Alternatively, please refer to the cancellation section of this document.

This is only applicable for a policy which has been fully paid up, as an instalment policy cannot be transferred to a new owner.

There is no transfer fee, but the policy must be transferred for **us** to accept claims from the new owner.

To affect the transfer, the new owner must, within seven (7) days of purchasing the **vehicle**, forward the following details to the **administrator**. Firstbase (Future Marketing) Limited t/a FBFM, 5 Clements Lane, Ilford, Essex, IG1 2QY Tel: 020 3510 9447.

The transfer request shall not be processed without this. Any transfer will not be accepted if the **vehicle** is sold to or through a motor trader.

PART 1 **YOU** MUST FILL IN THIS SECTION

I sold my **vehicle** privately on .....(date)

I want to transfer this policy of insurance to the new owner.

New owner's details

Title/Initials/Surname: .....

Address: .....

.....

.....

Telephone number: .....

Vehicle details

Policy number: .....

Vehicle registration number: .....

Mileage at date of transfer: .....

Signature: ..... Date : .....

AUTOMOTION®

PART 2 THE NEW OWNER MUST FILL IN THIS SECTION

1. I have read and fully understand the contents of this policy booklet and accept its terms, conditions and exclusions. I have also read the schedule and accept any limitation that may apply to me such as that I do not have cover for all the sections or benefits.

2. I certify that

   a) the **vehicle** has been serviced according to the manufacturer's service recommendations; and

   b) the details in Part 1 above are correct.

3. I understand that the policy will not be transferred to me until the **administrator** has accepted this request for transfer. I will then take the place of the former owner as the **vehicle owner**.

Signature (new owner) : ..... Date : .....



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