

Motorway Direct Parts and Labour Cover – Policy Wording

This Insurance is designed to complement the benefits that **you** receive under **your** Rescuemycar.com Breakdown Membership and should be read in conjunction with the Terms and Conditions applying to **your** Rescuemycar.com Breakdown Membership. Please read these documents carefully and keep them safe along with the **schedule** as **you** will require these should **you** need to make a claim.

If **you** have any questions on the content of this Insurance or if **you** have not received the **schedule** within 14 days from the date of purchase, please contact **our** customer services team on **03300 555 262** who will be happy to help.

This Insurance is underwritten by AmTrust International Underwriters Limited, a company registered in Ireland under Registration No. 169384 and whose Registered Office is at 40 Westland Row, Dublin 2, Ireland. AmTrust International Underwriters Limited is authorised and regulated by the Central Bank of Ireland and is licenced to operate in the United Kingdom under a Freedom of Services basis as directed by the European Communities (Non-Life Insurance) Framework Regulations, 1994, under Registration No 203014.

This Insurance is administered and claims are handled on behalf of the Insurer by Motorway Direct Plc. Motorway Direct Plc is authorised and regulated by the Financial Conduct Authority (FCA), Financial Services Register number 311741. Registered Office; Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ. Registered in England & Wales No. 03222540. Group VAT registration: 804 0501 84.

For details of authorised firms visit the FCA website on www.fca.org.uk or by contacting the FCA consumer helpline on 0800 111 6768.

Important telephone numbers

Rescuemycar.com Emergency Helpline..... **01423 535 786**

MWD Claims Line.....**03300 555 250**

MWD Claims Fax.....**03300 555 249**

MWD Customer Services..... **03300 555 262**

E-mail..... **customerservices@motorwaydirect.co.uk**

Telephone calls may be monitored and recorded for quality assurance and compliance.

Definitions applying to this Insurance

Any word or expression to which a specific meaning has been attached will have the same meaning throughout this Insurance document and will appear in bold.

Application means **your application** for this Insurance based on the information provided which is understood to be true and complete. Failure to disclose any material fact may result in this Insurance being cancelled.

Breakdown means the immobilisation of the insured **vehicle** resulting from a permanent mechanical or electrical failure (excluding damage resulting from a road traffic accident, fire, theft or act of vandalism), occurring within the **period of cover** and **geographical limits**, that cannot be repaired at the roadside and requires recovery to a repairing garage. A component failure in itself does not constitute a **breakdown** unless it renders the **vehicle** un-drivable.

Claim limit means the maximum number of claims and amount claimable under this Insurance as detailed in **your schedule**.

Period of cover means the duration of cover under this Insurance as detailed in **your schedule**.

Geographical Limits means England, Scotland, Wales, Guernsey, and the Isle of Man.

Vehicle means the vehicle detailed in **your schedule**.

Schedule means the document provided with this policy wording which confirms **your** details as the policyholder, the level of cover **you** have purchased and the **vehicle** details.

You/your means the insured person as named on the **schedule**, who is eligible for cover, holds an active Rescuemycar.com Breakdown Membership.

We/Us/Our means Motorway Direct Plc.

What is Covered

In the event that the **vehicle** suffers a **breakdown** that cannot be repaired at the roadside, this Insurance will cover the cost of parts, labour and VAT reasonably incurred as a direct result of the **breakdown**, up to the maximum limit detailed in **your schedule**.

This Insurance will cover **your vehicle** whilst it is being driven by any driver licensed and insured to drive **your vehicle**, providing that person is covered under the terms of **your Rescuemycar.com Breakdown Membership**.

All mechanical or electrical components are covered provided they were fitted as part of the manufacturer's original specification other than; any bodywork, paint, glass, upholstery, trim, and cosmetic finishes, wheels and tyres, batteries and bulbs.

What is not Covered

- The cost of any repair where the **vehicle** was not attended by a Rescuemycar.com agent and/or required recovery to a repairer following a roadside **breakdown**.
- Any excess detailed in **your schedule**.
- The cost of any temporary repairs completed to enable the journey to be resumed or commenced where the Insured **vehicle** has not been recovered to a repairing garage;
- The costs of repairs recoverable under any other warranty or insurance policy;
- The cost of repairing faults or damage caused by impact, road traffic accidents, fire, theft or vandalism;
- The cost of any defects reported or identified by the repairing garage or recovery agent that are not directly connected to the initial cause of **breakdown**;
- The cost of repairs required due to the use of incorrect or contaminated fuel, or an incorrect grade/lack of antifreeze or lubricant;
- The cost of repairs or defects that **you** knew or ought reasonably to have known about prior to the commencement of the journey on which the **breakdown** occurred;
- Loss or damage due to any type of fraud, misuse or omission by **you** or any other person which is wilful, unlawful or negligent, including damage caused by continuing to drive **your vehicle** after a fault has developed or the cost of repairs resulting from damage caused by **you** or any other person acting on **your** behalf attempting to repair the **vehicle**;
- Any out of pocket expenses, loss of use, personal injury or any resultant loss or damage of whatever nature;
- Routine adjustments or the cost of repairs arising from poor maintenance of the **vehicle**, or where the manufacturers servicing requirements have not been adhered to, including cam-belt failure or any consequential damage arising from a cam-belt failure when it cannot be established that the belt has been changed in accordance with the manufacturer's recommendations;
- The VAT content of a repair if **you** are VAT-registered;
- Any costs in excess of the equivalent UK specification **vehicle**, if **your vehicle** has been imported.
- **Vehicles** that have been modified from the manufacturer's original specification;
- Any **vehicle** used in any form of competition, track days (timed or untimed), rallies or racing of any kind;
- **Your vehicle** if it is used for hire or reward (e.g. taxi or driving tuition), it has been modified (unless **we** have agreed this before the commencement date), if it is over 3500kg GVW,

How to make a claim

If **your vehicle** suffers a **breakdown** and cannot be repaired at the roadside, **you** must contact us on **03300 555 250** as soon as reasonably possible, preferably before any repairs are commenced, but in any event within 14 days following the **breakdown**. Where **we** are able to authorise a claim, **we** will do so by issuing a unique claim authorisation number which must be quoted on any correspondence. **We** will issue **you** with a claim form and confirm what documentation is required to process **your** claim.

Please note

Our claims department is open from 9.00 am to 5.00 pm Monday to Friday and 8.30am to 12.30pm on Saturday. The office is closed on Sunday.

We have a nationwide network of nominated repairers who are familiar with **our** claims and billing procedures. **We** recommend use of these repairers wherever possible. If a local Nominated Repairer cannot be located **we** will agree with **you** a suitable alternative.

Investigation

You must authorise any dismantling of Component(s) for inspection and **you** will be responsible for the cost incurred if the claim is not covered by this Insurance. **We** will only cover dismantling costs as part of a valid claim.

Assessing your claim

We reserve the right to use an independent consulting engineer to inspect **your vehicle** or examine the failed components and service history before **we** authorise a claim. Whilst **we** will make every effort to ensure this happens with the least delay and inconvenience to **you**, **we** and this Insurance will not be liable for any losses **you** may incur through any delay.

Labour and parts costs

Labour times that can be claimed under this Insurance will be in accordance with the time given in Glass's ICME standard repair times and in line with the rates charged by **our** nominated repairers, unless otherwise agreed beforehand. **We** may ask the repairer to use guaranteed exchange units or factor parts in repairing **your vehicle**.

On completion

Wherever possible, **we** will pay the repairer directly up to the amount authorised. **You** must make arrangements to cover any costs not covered by this Insurance. If **you** are VAT registered, **we** will not pay the VAT element of **your** claim. **You** or the repairer must send **us** an original, fully detailed and itemised invoice and any service proof that has been requested. Please make sure that **you** clearly mark on the invoice, to whom **we** should make payment. Photocopies of invoices will not be accepted. **We** will only pay the amount authorised for the claim.

General conditions

You must comply with the following conditions and those contained in **your** Rescuemycar.com Breakdown Membership Terms and Conditions to gain full protection from this Insurance. If **you** do not meet these conditions **we** may cancel this Insurance, refuse to deal with **your** claim or reduce the amount of **your** claim.

1. This Insurance is not valid until cover has been confirmed by Rescuemycar.com and the relevant premium has been paid.
2. **You** must take all reasonable steps to avoid loss or damage. Should a fault develop, the **vehicle** must be stopped as soon as possible and **you** should contact the Rescuemycar.com emergency helpline on 01423 535 786 for the problem to be investigated.
3. It is **your** responsibility to understand the warning devices and gauges on **your vehicle** and ensure that they are operating correctly.
4. It is **your** responsibility to ensure that **your vehicle** is maintained in a legal and roadworthy condition at all times (preferably by following the manufacturer's recommended service schedule).
5. If **you**, or anyone acting on **your** behalf or with **your** knowledge or consent has used any fraudulent means, including inflating or exaggerating costs or submitting falsified documents, this Insurance shall automatically be terminated, with all benefits being forfeited and legal proceedings commenced for recovery of any damages suffered by **us**. **We** will take necessary action to recover any previous paid claims, there will be no refund of any premium paid and this information may be shared with other insurance companies.
6. **You** may cancel this Insurance within 14 days of the issue date and obtain a full refund by contacting **our** customer services department. If **we** have made a claim payment to **you** or on **your** behalf during this time **you** will have to return the money to **us**. Any refund of premium will be processed by the selling agent.
7. After 14 days **you** may cancel this Insurance but no refund of premium is available.
8. This Insurance is an addition to **your** legal rights under the Sale of Goods Act if **your vehicle** is found to be unfit for use or not of satisfactory quality.

9. This Insurance covers **you** only within the United Kingdom,
10. This Insurance will be governed by English law. The Terms and Conditions and all other information concerning this Insurance are supplied in the English Language and the Insurer undertakes to communicate in this language for the duration of the Insurance.
11. The Contracts (Rights of Third Parties) Act 1999. Save for the rights granted to Us under this contract any person or company who is not party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law

Our commitment to good service

We hope **you** will be completely happy with this Insurance but if something does go wrong, **we** would like to know about it. **We** will do **our** best to resolve the issue and make sure it doesn't happen again.

If you need to complain

Complaints about the sale of this Insurance

If **you** have any concerns regarding the sale of this Insurance, please contact Rescuemycar.com on 01423 535 786.

Complaints about this Insurance

Please contact **our** Administration team either by telephone on 03300 555 262, or by e-mail to gapclaims@motorwaydirect.co.uk. Alternatively write to **us** at Motorway Direct Plc, Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ.

We will acknowledge **your** complaint within 5 working days. **We** will advise **you** who is dealing with it and when **we** expect to respond. **We** aim to respond fully within 8 weeks. However if **we** are unable to provide a final response within this period **we** will write to **you** before this time and advise why **we** have not been able to offer a final response and how long **we** expect **our** investigations to take.

If **you** remain unhappy with **our** final response, or **we** have not managed to provide a final response within 8 weeks of **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service for help and advice.

- Phone: 0800 023 4567 or 0300 123 9123
- Email: complaint.info@financial-ombudsman.org.uk
- Post: Insurance Division Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR

Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the FSCS. **You** may be entitled to compensation from the scheme if the Insurer cannot complete their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from www.fscs.org.uk or by phoning 0207 892 7300.

Please make sure you always quote your policy number from the Schedule.

This complaints procedure doesn't affect your statutory rights.

Data protection

For the purposes of the Data Protection Act 1998, the data controller in relation to the information **you** supply is Motorway Direct Plc, (Company No: 03222540 England), Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ

We will share the information **you** provide, together with other information, only with **our** Motorway Direct Plc group companies. **We** will use this for administration, marketing, customer services and profiling **your** purchasing preferences. **We** will disclose **your** information to the Insurer, **our** service providers and agents for these purposes. **We** may keep **your** information for a period to contact **you** about **our** services.

We may share **your** information with other organisations, who are **our** business partners.

We, or **they**, may contact **you** by mail or telephone to let **you** know about any goods, services or promotions, which may be of interest to **you**. If **you** decide **you** do not wish to receive such information in these ways, please inform **us**, but remember that this will prevent **you** from receiving **our** special offers or promotions.

If **you** would like to receive such information by email, fax or SMS text messaging but have not told **us** please contact **us**.

We or the Insurer may transfer **your** information outside of the European Economic Area, for example the United States of America. **We** or the Insurer will only do this where it is necessary for the conclusion, or performance of a contract between **you** and **us** or the Insurer, or that **we** or the Insurer enter into at **your** request, in **your** interest, or for administrative purposes.

When **you** have given **us** information about another person, **you** confirm that they have authorised **you** to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of **your** information and to correct any inaccuracies.

We may record telephone calls for staff training and evidential purposes.

Sensitive data

If **you** have given **us** consent to use **your** sensitive personal data (e.g. if appropriate, health data for **your** registration under the Motability Scheme), it will only be processed in order to provide the service requested.