

ALA Motor Warranty Policy Terms & Conditions

CONTRACT OF INSURANCE

Your ALA Motor Warranty Insurance is arranged by: ALAIB Limited T/A ALA Insurance Brokers with UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

With effect from 1st October 2013 the registered address of Ageas Insurance Limited is Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

ALAIB Limited T/A ALA Insurance Brokers and UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear with a capital letter.

Administrator ALAIB Limited, T/A ALA Insurance Brokers, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX. Telephone: 01653 916304.

Claims Administrator

The company appointed to handle claims on behalf of the insurer. You can contact them on 0844 573 7918.

Claims Excess

The first amount of each claim payable by the You As detailed on Your Policy Schedule.

Claim Limit

The maximum amount that can be claimed under the policy for each Mechanical Breakdown as stated on Your Policy Schedule. The total amount claimable during the Period of Insurance is restricted to the Market Value of the Vehicle on the date of purchase Your Policy.

Consequential Breakdown

A Mechanical Breakdown caused by the failure of a non covered component. ..

Consequential Loss

Any other costs which are directly or indirectly caused by the event which led to Your claim unless specifically stated in this policy. An example of Consequential Loss would be:

- The loss of use of the Vehicle following a Mechanical Breakdown and any additional transport costs incurred by You while Your Vehicle is under repair. or
- The cost of replacing braking or clutch frictional components following the failure of a covered component.

ICME

Institute of Chartered Mechanical Engineers manual used by the motor industry as a means to establish labour repair times.

Insured / You / Your

Registered owner of the Vehicle forming the subject matter of this policy named in the Policy Schedule.

Insurer / We / Us / Our

UK General Insurance Limited on behalf of Ageas Insurance Limited.

Market Value

The Market Value of the Insured Vehicle will be determined by reference to Glass's Guide retail value at the purchase date of Your policy.

Mechanical Breakdown

Shall mean internal failure which is hereby defined as the actual and sudden mechanical failure or breakdown of a component listed under 'What is Covered' which results in the sudden stoppage of its normal functions and which necessitates repair or replacement to resume those functions.

MOT Certificate

The MOT Certificate (VT20) issued by the MOT Test station.

Period of Insurance

The duration of Your policy is stated on the Policy Schedule.

Policy Schedule

The document issued to You containing details of the Vehicle, Your name and address, Period of Insurance, Claims Excess and Claim Limit applicable.

Start Date

The date Your policy commences as shown on the Policy Schedule.

Territorial Limits

England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands. The Vehicle is also covered in the European Union for a maximum of 60 days in any 12 months of cover.

Vehicle

As identified on the Policy Schedule for private use (excluding taxis, private hire, courier services, haulage or transportation of goods and motor cycles) for use on the public highway and designed to carry no more than eight people including the driver.

Wear and Tear

The gradual deterioration associated with normal use and age of the Vehicle and its components.

Worn Out

Components, which have reached the end of their normal effective working lives because of age and/or usage.

What is Covered?

During the Period of Insurance We will repair or replace those components not specifically excluded under the What is Not Covered section of this policy up to the Claim Limit as shown on Your Policy Schedule.

The labour reimbursement element of Your claim is subject to the Administrators approved repairer labour rate unless You have paid an additional premium and Your Policy Schedules confirms the selection of the "franchise labour" option.

The number of claims you can make under this policy during the Period of Insurance is subject to the Market value of the Vehicle and the Claim Limit provided by Your policy.

This policy also includes cover for:

Wear and Tear after the first 30 days and / or 1,000 miles from the purchase of the policy where the Vehicle has suffered a Mechanical Failure is under 5 years old and has covered less than 75,000 miles at the date of claim

Claims for Consequential Breakdown.

The following components are covered where Your Vehicle suffers a Mechanical Breakdown and it is recommended by the approved repairer that the components should be replaced as a pair.: brake discs, brake drums, road springs and shock absorbers.

Please refer to Your Policy Schedule for details of the Claim Limit applicable to Your policy.

What is NOT Covered

Components NOT insured by the policy:

- All bodywork and trim, seat belts, seat frames, glass, sunroof panels, fuel tank, wheels and tyres, hinges, brake facings, seized calipers, air bags
- HT Leads, spark plugs, filters, wiper blades, lights and bulbs, belts, wiring looms, glow plugs.
- Exhaust manifold, exhaust system, brackets, mountings and hoses, water ingress, cables.
- Worn or leaking seals, gaskets and cylinders.
- Batteries.
- LPG Conversions.
- Damaged caused by the failure of the timing belt where the belt has not been changed in accordance with the manufacturers service schedules.
- Components which have failed as a result of correct oil levels not being maintained.
- Engine cylinder liners, seals and gaskets.

PLEASE NOTE: Those components covered are insured against Mechanical Breakdown only. The replacement of oil filters, lubricants, antifreeze and fluids is included provided the replacement is necessitated by the failure of an insured component and the Vehicle is not within 1,000 miles of its next due service. External oil leaks are specifically excluded. It is recommended that You check Your Vehicle's oil level of a weekly basis.

Additional Benefits

The benefits listed below will be provided in the event of a Mechanical Breakdown, subject to the limits specified on the Policy Schedule.

Roadside Assistance & Recovery Benefit

If your Vehicle suffers a Mechanical Breakdown within the Territorial Limits please call 01206 714324 and we will arrange for an engineer to attend to provide roadside assistance and/or recovery to an authorised repairer or a repairer of your choice. This policy will pay up to the Claim Limit for roadside assistance and up to £250, including VAT, towards recovery. If you arrange for your own recovery operator, you must provide appropriate receipts from a VAT registered recovery operator (proof required).

Replacement Vehicle Hire

This policy is extended to provide a benefit of up to £50 / day up to £250 (including VAT) towards the cost of vehicle hire which You incur as a result of Mechanical Breakdown to Your Vehicle, subject to You providing receipts from a VAT registered company in support of Your claim.

Travel Expenses and Overnight Hotel Stay

In the event of Mechanical Breakdown occurring more than 50 miles from Your Home, if you have no means on onward travel, We will pay up to £50 per person up to £250 (including VAT) towards the costs of overnight stay in a Hotel and/or Your onward travel costs.

Continental Use

This policy is extended to cover the Vehicle whilst in any country of the European Union for a period of not more than 60 days in any 12 month period, with the limit of liability restricted to the equivalent United Kingdom rate for labour charges and components at prices applicable at the date of the claim.

MOT Test Insurance

The MOT fee and any retest fee are excluded from the cover provided.

The following items are covered where a VT30 (MOT failure certificate) is issued and lists the items as the reason for not issuing a VT20 (MOT Test Certificate). Cover is valid 30 days prior to and 30 days after the date the MOT test is due. Claims will only be reimbursed following authorisation by the Claims Administrator and the submission of the VT20, VT30 and repair Invoice.

LIGHTING EQUIPMENT

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

STEERING AND SUSPENSION

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

BRAKES

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

SEATS AND SEATBELTS

The condition and operation of all seats, seatbelts, pre-tensioners and seatbelt mountings.

GENERAL

Carburettor, fuel injection, engine management unit or sensor replacement directly as a result of calibration failure to meet MOT exhaust emission standards, horn, speedometer, and speed limiter, windscreen wipers and washers, (excluding wiper blades and rubbers).

NB. Tuning and adjustments only if necessary to meet MOT exhaust gas emission standards.

MOT Test Insurance Claim Limit

The maximum amount payable under the MOT section of Your policy is £300 (inc Vat). The first £10 of any claim will form the basis of a Claims Excess payable by the Insured. Cover is provided subject to the option being selected and the additional premium being paid.

MOT Test Insurance Exclusions

The following Exclusions apply specifically to this section in addition to those listed on page 4 of this policy.

1. MOT test or retest fee.
2. Components which are not cited as failed on the VT30, but which are replaced during the course of repair.
3. Advisory Items noted on the VT30.
4. Accident or structural damage, rust or corrosion, windscreen replacement or repair.
5. Items subject to Wear and Tear.

Optional Benefit

Franchised Dealer Repair

Where you have paid an additional premium, and this is shown on Your Policy Schedule, Your policy is extended to provide cover for repairs conducted at franchised motor dealers, up to a maximum labour rate of £200 per hour including VAT at the prevailing rate.

Transfer of Ownership

The unexpired portion of this policy is transferable upon resale of the Vehicle to a private individual, provided that:

- (a) All documentation relevant to this policy has been passed over to the new owner;
- (b) The Vehicle has been serviced and maintained according to the policy requirements;
- (c) The Transfer of Ownership form is completed and sent to the Administrator via recorded delivery post, within seven days of transfer.

Insurance Conditions

1. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
 - supply accurate and complete answers to all the questions We or the Administrator may ask as part of Your application for cover under this policy;
 - to make sure that all information supplied as part of Your application for cover is true and correct;
 - tell Us of any changes to the answers You have given as soon as possible.Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.
2. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts

- of England or of the country within the United Kingdom in which Your main residence is situated.
3. Our liability under this policy will be binding for the Period of Insurance shown on the Policy Schedule. Cover commences on the date of purchase of the policy, or in the case of a Vehicle purchased with a manufacturers' guarantee or warranty, from the date commencing immediately after expiry of the manufacturers' guarantee or warranty period.
 4. It is a condition precedent to any liability under this policy that the Vehicle shall be free of any pre existing faults at the time of purchase of the policy and that it shall be serviced in accordance with the manufacturers recommended service intervals by a garage registered for VAT, the garage completing the relevant service details in the Vehicle's service book and the receipt retained. A maximum allowance of 21 days or 500 miles (whichever is less) shall be permitted as a run-over on the due date of service intervals.
 5. During the Period of Insurance We will repair or replace those components covered by this policy for the cost of the component and labour cost to fit the component up to the Claim Limit specified on the Policy Schedule.. It is expressly stipulated that within the Claim Limit, all labour times are in accordance with the current ICME manual.
 6. By way of subrogation We reserve the right to take over and carry out the defence or settlement of any claim after a payment has been made under this policy. Legal action may be taken in the name of the Insured to recover payment from a third party made under this policy.
 7. We shall not be liable for any claim arising thereby or indirectly caused or contributed by or in consequence of a loss listed under the exclusions section of this policy.
 8. The Insured shall not continue to use the Vehicle following Mechanical Breakdown where use may cause further damage to the Vehicle.
 9. In the event of any occurrence giving rise to a claim, the Insured must follow the procedure set out under the "How to make a Claim" section of this policy.
 10. If at the occurrence of a claim there exists any other insurance, which would entitle the Insured to indemnity then this policy shall only contribute its rateable proportion of such loss.
 11. We reserve the right to subject the Vehicle and or failed component to expert assessment.
 12. Where dismantling of a covered component is necessary to determine the validity of a claim, the Insured must authorise any dismantling. Costs incurred will only be met as part of a valid claim.
 13. In the event of a claim and liability having been rejected by Us, We shall not be liable for this claim after the expiry of three months from the date of rejection unless within that time the claim is subject to arbitration.
 14. It is expressly agreed and declared that We shall be released from all liability and obligation should the Terms and Conditions of the policy not be complied with fully.
 15. We reserve the right to direct or redirect a claim to one of Our approved repairers in order for repairs to be completed. Where the Insured wishes to nominate a repairer, the labour element of any claim will be limited to the approved repairer's labour rate unless you have selected the franchise labour option and paid the additional premium. All repairs are limited to the standard ICME repair times.
 16. The Claims Administrator reserves the right to specify the use of guaranteed exchange or factored components. The components liability for any claim will be limited to the cost of of the components specified by the Claims Administrator.
 17. All benefits under this policy shall be forfeited and the Insurer and Administrator shall be released from all obligations to You if the conditions and 'How to make a Claim' procedures are not complied with or a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated; or a false declaration or statement is made in support of a claim under this policy.

18. If We accept that there is a claim under this Insurance but there is a disagreement in respect of the amount to be paid please refer to the Customer Service / Complaints section of Your policy..
19. The Terms and Conditions and application details will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined will have its ordinary meaning.
20. This policy does not cover any costs related to diagnostic work.
21. This policy is only available for new or used Vehicles up to 10 years old at the date of purchase of the policy.

Exclusions

We shall not be liable for any claims arising thereby or indirectly caused or contributed by or in consequence of a loss;

1.
 - (a) Occurring during the warranty or guarantee period of any manufacturers or dealer's excess period (if any) or where faults have developed during such period prior to the commencement of the Period of Insurance (provided they were evident at that time) and which have not been completely rectified.
 - (b) Resulting from any modification to the Vehicle or the substitution of components by non-standard components or equipment not approved by the manufacturer of the Vehicle.
 - (c) If the mileometer has been altered or disconnected or inoperative resulting in the mis-representation of the Vehicle's actual mileage.
 - (d) Caused by or arising from:
 - (i) Overheating, corrosion or the gradual reduction in operating performance commensurate with the age and mileage covered by the Vehicle. This includes, but is not limited to: (a) the gradual loss of engine compression necessitating the repair of valves or rings (b) gradual increase in oil consumption due to normal operating functions.
 - (ii) The use of a grade of fuel not recommended by the manufacturer of the Vehicle or the ingress of foreign matter into fuel, lubricants or cooling system. The use of inadequate or improper antifreeze protection.
 - (iii) Routine servicing maintenance or repair of the Vehicle or from negligence, abuse or wilful damage.
 - (iv) The subjecting of the Vehicle to a load greater than that permitted by the manufacturer's recommendations.
 - (v) fire, self-ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped there from or any extreme cause.
 - (vi) Any road traffic accident or collision.
 - (e) Involving components subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design defect.
 - (f) Directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, riot, civil commotion, strikes, lockout, confiscation or detention by customs or other officials or authorities, malicious intent or vandalism.
 - (g) Directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (h) occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
2. Any ancillary components or equipment not listed under the "What is Covered" section of this policy.
3. Relating to fuel, antifreeze, hydraulic fluids, grease or oils.
4. Investigatory or remedial work commenced before authorisation by the Claims Administrator.

5. Costs incurred in routine servicing or repairs.
6. Any components, which have not failed but have been reported as requiring replacement during routine servicing and/or repairs or at the time an insured repair is in progress.
7. Any components which have not been serviced in accordance with the manufacturer recommendations.
8. Liability, which attaches to the Insured by virtue of an agreement but which would not have attached in the absence of such agreement.
9. Any Vehicle owned by a garage or its associated companies or by the proprietor of such garage or associated companies or by an employee or relative of such proprietor or component breakage occurring whilst the Vehicle is in the custody or control of such persons.
10. Any liability for death, bodily injury or loss of or damage to property other than the components or loss of use or any Consequential Loss of whatsoever nature.
11. Non-compliance with the conditions relating to the servicing of the Vehicle.
12. Any Vehicle with a purchase price of more than £125,000 when new.
13. The following vehicles are excluded from cover Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Ferrari, Lancia Delta Integrale/8.32 Models, Lamborghini, Maserati, McLaren F1, Rolls Royce, any vehicle designed to carry more than 8 people, any Commercial vehicle, Motorcycle, Motor Scooter/Moped, any left hand drive vehicle, any vehicle which does not meet UK or EC approval or is not commercially available in the UK direct from a manufacturer, or its authorised importer or dealer, any taxi, mini cab, driving tuition vehicle, courier or delivery vehicle of any type or any private or public rental vehicle or any rally, competition, or off-road vehicle of any type.
14. Any Vehicle where an MOT Certificate is not in force or has expired.
15. Advisory components noted on the MOT Certificate.
16. Wear and Tear where the vehicle is over 5 Years old or has covered more than 75,000 miles at time of claim;
17. Failure of the clutch components due to Wear and Tear
18. Worn out components.
19. Any component listed under the What is NOT Covered section of this policy.
20. Any vehicle declared as an insurance category A, B, or C insurance write-off or stolen and recovered prior to the start date of Your policy
21. Mechanical Breakdown due to Wear and Tear, oil, fluid, or coolant leak, or Mechanical Breakdown discovered during routine servicing within 30 days and 1,000 miles of the start date of Your Policy.
22. Mechanical Breakdown due to Wear and Tear occurring within 30 days and 1,000 miles of the start date of Your Policy.

Cancellation

If **You** decide that for any reason, this policy does not meet Your insurance needs then please return it to the Administrator within 30 days of issue. On the condition that no claims have been made or are pending, We will then refund Your premium in full.

If You wish to cancel Your policy after 30 days You will be entitled to a pro-rata return of premium, providing You have not made a claim.

We 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 their 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.

How to make a Claim

Should it be necessary to make a claim the following procedure **MUST** be adhered to within seven days of the Mechanical Breakdown.

Contact the Claims Administrator on 0844 573 7918.

The Claims Administrator will need from You:

- A signed and fully completed claim form.
- This policy booklet.
- Your receipted invoices for services.

For any claim for roadside assistance and recovery, please telephone: 01206 714324.

IMPORTANT:

You must ensure that no work of any description is carried out on the Vehicle without the express authorisation of the Claims Administrator. It must be clearly understood that costs for any other work started or completed before authorisation has been given will be the responsibility of the Insured and will automatically invalidate any claim under this policy.

We reserve the right to direct or redirect a claim to one of its approved repairers in order for repairs to be completed. Where the You wish to nominate a repairer, the labour content of any claim will be limited to the Claims Administrator's approved labour rate and standard ICME repair times.

It will be Your responsibility to pay the costs of dismantling and repairing the Vehicle if the cause of the breakdown is not covered by this policy and, if it is covered, all costs which exceed the Claim Limit as stated on Your Policy Schedule and any Claims Excess that may apply. You are responsible for paying for any other work You ask the repairer to carry out.

Payment: When the repairs have been completed, the repairer must submit the fully completed claim form and repair invoice. The invoice must be addressed to the Claims Administrator and clearly show the authority number given in connection with those repairs. The invoice must show whom the Claims Administrator should pay, and give full details of the repair including all components used in the authorised repair, labour and VAT.

IT IS NOT POSSIBLE FOR THE CLAIMS DEPARTMENT TO AUTHORISE A CLAIM WITHOUT ISSUING A SPECIFIC CLAIMS AUTHORITY NUMBER. FAILURE TO SUBMIT A SIGNED AND FULLY COMPLETED CLAIM FORM WILL DELAY REIMBURSEMENT OF YOUR CLAIM.

UK General Insurance Limited are an agent of Ageas Insurance Limited and in the matters of a claim act on behalf of Ageas Insurance Limited

Customer Service/Complaints

It is the intention to give You the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should follow the Complaints Procedure below:

FOR COMPLAINTS REGARDING THE SALE OF YOUR POLICY

Please contact the Administrator who arranged the Insurance on Your behalf:

ALAIB Limited T/A ALA Insurance Brokers, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX. Telephone: 01653 916304.

If Your complaint about the sale of Your policy cannot be resolved by the end of the next working day, the Administrator will pass it to:

Customer Relations Department
 UK General Insurance Limited
 Cast House
 Old Mill Business Park
 Gibraltar Island Road
 Leeds
 LS10 1RJ

Tel: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

FOR COMPLAINTS REGARDING A CLAIM ON YOUR POLICY

Please contact the Claims Administrator:

Mechanical Breakdown & General Insurance Services Limited, 21/26
Howard House, Howard Street, North Shields, Tyne & Wear, NE30 1AR.
Telephone 0844 573 7918.

In all correspondence please state that Your insurance is provided by UK
General Insurance Limited and quote scheme reference 05297A.

If Your complaint about Your claim cannot be resolved by the end of the
next working day, the Claims Administrator will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

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

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London,
E14 9SR.

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

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services
Compensation Scheme (FSCS). You may be entitled to compensation
from the scheme, if they cannot meet their obligations. This depends on
the type of business and the circumstances of the claim. Most insurance
contracts are covered for 90% of the claim. You can get more information
about compensation scheme arrangements from the FSCS or visit
www.fscs.org.uk.

Data Protection Act 1998

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