



MOT Test Failure Insurance

Terms and Conditions

Master certificate Number : MOT/BD/0008/08/14

Welcome

Thank you for choosing Us for your insurance.

This document contains the full policy terms and conditions which should be read along with the Schedule issued to you by the Seller. We have tried to make this policy wording clear and easy to understand, using plain English wherever possible. However, if you do have any questions, please call Our Customer Services team on 0844 854 1502 or email customerservices@motorwaydirect.co.uk, who will be happy to help.

If You have any query regarding the sale or arrangement of This Insurance, please contact the Seller through whom This Insurance was provided.

This policy is arranged by We Insure Extra which is a trading name of We Insure Excess Limited. We Insure Excess Limited are an appointed representative of EvolveU UK Limited authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 607575, their address is Moreton House 16 Trident Park, Trident Way, Blackburn, Lancashire BB1 3NU.

Insurer

This Insurance is underwritten by AmTrust International Underwriters Limited, a company registered in Ireland under Registration No. 169384, whose Registered Office is 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.

Your policy is provided by On Insurance , a trading name of Onhire Limited and claims administered by Business & Domestic Insurance Services which is a trading style of Motorway Direct Plc.

Onhire Limited are authorised and regulated by the Financial Conduct Authority (FCA) , authorisation number 480928 , address 50 – 52 Heaton Road , Newcastle upon Tyne NE6 1SL

Motorway Direct Plc are authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 311741. Our address is Warranty House, Savile Street East, Don Valley, Sheffield, South Yorkshire S4 7UQ.

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.

The Insurer is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot meet Our obligations to you. This depends on the type of business and circumstances of the claim. Insurance arranging and administration is covered for 90% of the claim with no upper limit. You can learn more about this scheme at www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

Tel:0121 401 1313 Email: info@weinsureexcess.co.uk www.weinsureextra.co.uk

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What is Covered

The Insurance

Subject to the correct premium having been paid, the Insurer will provide cover as detailed in this document.

In the event that Your Vehicle fails its annual MOT test, This Insurance will contribute to the repair or replacement of the Components listed in the section headed 'What is Covered' where they are shown as failing to meet current MOT standards on a Refusal of Issue an MOT test certificate (VT30) form.

The most the Insurer will pay will be the amount shown on Your Schedule.

Provided that the terms and conditions are complied with, This Insurance will contribute to the repair or replacement of the Components listed below where they are shown as failing to meet current MOT standards on a Refusal of Issue an MOT test certificate (VT30) form.

The Insurer will compensate the person named on the proposal form (the insurance holder) against the repair, replacement or alteration of parts described in an MOT Inspection Report (VT30) prepared during the Period of Insurance which prevents the Vehicle specified on the proposal form (The Insured Vehicle) from being issued with a valid MOT certificate.

The maximum amount We will pay (including labour and VAT) within the overall Claims Limit is £250 per Individual item (total of £650 in aggregate on Car or Van cover, and a total of £500 in aggregate on motorcycle cover).

Please note, the claim is the actual failure to pass the MOT test and not the individual items cited.

Car and Van cover (aggregate claims limit £650)

Lighting and Electrical

Headlights and adjustment, (excluding corroded or damaged adjustments) front end and rear side lights, brake lights, rear fog lights, hazard warning lights and controls, direction indicator lights and controls, front windscreen wiper mechanism (excluding wiper blades), horn and switch, lighting equipment is covered for failure due to discolouration, misalignment, corrosion and water ingress, damage caused by impact, accident or vandalism is not included.

Steering and Suspension

Wheel bearings, steering system (including power assisted steering) transmission shafts (excluding gaiters), front and rear suspension, shock absorbers, track control arms, kingpins, ball joints and wheel alignment.

Braking System

Service brake and hand brake (including failure due to seizure, cracks and leakage), ABS system (the warning light sequence when interrogated). Friction Components – brake shoes, pads, discs and drums are not covered by This Insurance.

Fuel System

Fuel leakage from tank or pipes (unless caused by accidental or impact damage or corrosion), fuel injection system and ECU are covered for failure to meet MOT exhaust gas emissions standards.

Seating and Security

Operation and security of the seatbelt system and mountings.

Motorcycle cover (aggregate claims limit £500)

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Lighting & Electrical

Headlights, headlight adjustment, front and rear sidelights, brake lights, direction indicator lights and controls, horn and switch. Lighting equipment is covered for failure due to discolouration, misalignment, corrosion and water ingress. Cover does not extend to damage from an accident, vandalism or impact.

Steering & Suspension

Wheel bearings (front & rear), transmission shafts, front and rear suspension, shock absorbers.

Braking System

Front brake and rear brake (failure due to seizure, cracks and leakage). Friction Components - brake shoes, pads, drums and discs are service items which cannot be covered.

Fuel System

Fuel leakage from tank or pipes (except where caused by corrosion, impact or accident). Carburettor and injection Components and ECU replacement are covered due to failure to meet MOT exhaust gas emission standards.

What is not covered

1. Any excess detailed in Your Schedule.
2. Any claim where the MOT failure occurred within 60 days of this insurance starting.
3. Components other than those specifically listed in the 'What is covered' section of This Insurance.
4. The cost of the MOT test and re-test fees.
5. Components which are not cited as failed on the VT30, but which are replaced during the course of the repair.
6. Advisory items noted on VT30.
7. Damage caused by defective wheel balance or alignment.
8. Damage caused by road traffic accident or fire.
9. Faults which occur during the period of guarantee of a manufacturer or supplier or items which are subject to a manufacturer's recall.
10. Damage caused by corrosion unless specifically stated otherwise in 'What is Covered', improper use of Your Vehicle, neglect or abuse.
11. Any costs not agreed and authorised by Us.
12. Damage caused by the failure of Components not covered by This Insurance, or to Components not covered by This Insurance.
13. Vehicle structure.
14. Work carried out more than 30 days after the actual MOT failure.
15. Any repairs not authorised by Us prior to the repair work being carried out.
16. Your Vehicle if it is used for hire or reward (e.g. taxi, courier or driving tuition), it has been modified (unless We have agreed this before the Policy Start Date), if it is over 3500kg GVW, 'quad' bikes or trikes, if it is used in any sort of race or rally or other competition, or if it has been the subject of an insurance total loss.
17. Any repairs if they are covered by another insurance policy, guarantee or motoring breakdown organisation, warranty or guarantee.
18. Any cost above £250 per individual item within the claim limit.

How to make a claim

Important

When We authorise a claim We will do so by issuing a unique claim authorization number. Repairs must not be started until We have given this number to You or Your garage.

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If Your Vehicle fails its MOT test, please make sure You have the VT30 (Notification of Refusal) which gives the reasons why the MOT certificate cannot be issued. You must contact Us in the first instance. The claims telephone number is: 0844 854 1500.

- Your policy number and Vehicle registration number.
- Current mileage of Your Vehicle.
- Details of the Vehicle service history.

Please note

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

You will need to take Your Vehicle to a repairer. We have a nationwide network of nominated repairers who are familiar with Our claims and billing procedures. We recommend these repairers wherever possible. If a suitable nominated repairer cannot be located We will agree with You a local alternative. The garage who carried out the MOT test may be able to carry out repairs on Your behalf.

Ask the repairer to prepare an estimate and telephone Us, prior to any repairs being carried out. We will discuss the claim with the repairer and agree which items are covered by This Insurance and the cost of repairing or replacing these.

Assessing Your claim

We or the Insurer may require an independent opinion of Your claim. We reserve the right to use an independent consulting engineer to inspect Your Vehicle, 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 the Insurer shall not be liable for any losses You incur through any delay outside Our control.

Not all the cost of the repair will always be covered by This Insurance. Additional repair costs and those not covered by This Insurance must be paid for by You.

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 Manual, in line with the rates charged by Our nominated repairs unless agreed beforehand. We may ask the repairer to use guaranteed exchange units or factor parts in repairing Your Vehicle. Any costs We agree will be based on the prices for these parts.

Not all the cost of the repair will always be covered by This Insurance. Additional repair costs and those not covered by This Insurance must be paid for by You.

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 the original, fully detailed and itemised invoice and any service proof that has been requested, a copy of the previous valid MOT certificate and the VT30 which detailed the defects on Your Vehicle.. 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.

Terms used in this Insurance

What the terms mean

Any word or expression to which a specific meaning has been attached will have that same meaning throughout This Insurance and will appear with a capital

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letter.

1. Claims Excess means the first amount of any claim that You are responsible for on each and every claim under This Insurance. The Claims Excess will be detailed on the Schedule.
2. Component(s) means any mechanical, electrical or electronic Components which form part of the Vehicle manufacturer's original specification, detailed as covered in the section headed 'What is covered'.
3. Geographical Limits means the area in which This Insurance is effective, this being the United Kingdom.
4. Glass's ICME Manual means the annually updated repair times guide published by Glass's, used by the Institute of Automotive Engineer Assessors as the recognised industry source for mechanical and electrical repair times information.
5. Insurer / They / Their means AmTrust International Underwriters Limited, 40 Westland Row, Dublin 2, Ireland.
6. Issue Date will be confirmed in the Schedule, being the date on which You either concluded the contract of Insurance or the day on which You receive the contractual terms and conditions.
7. Period of Cover means the length of time that This Insurance operates as stated in the Schedule.
8. Policy Start Date means the date on which This Insurance starts as shown in the Schedule.
9. Schedule means the part of This Insurance that contains details of You and Your Vehicle, cover selected, the Period of Insurance, claim limits and any applicable Claims Excess.
10. Seller means the appointed selling dealer or agent through whom This Insurance was arranged.
11. This Insurance means the cover detailed in this policy document.
12. UK means the United Kingdom, Channel Islands and Isle of Man.
13. Vehicle means the Vehicle shown in the Schedule.
14. We / Us / Our means Motorway Direct Plc.
15. You / Your / Yourself means the policy holder named in the Schedule.

General conditions

By taking out This Insurance You agree to comply with the following conditions. If You do not comply with them, We or the Insurer may choose to cancel This Insurance, refuse to deal with Your claim, or reduce the amount of Your claim.

1. During the Period of Insurance You must have the Vehicle serviced in accordance with the Manufacturers Service Schedule. If You do not keep this Schedule You will invalidate This Insurance.
2. You are expected to understand the warning lights and gauges on Your Vehicle and ensure that they are operating correctly.
3. If You, or anyone acting on Your behalf or with Your Knowledge or consent has been used any fraudulent means, including inflating or exaggerating costs or submitting falsified documents, We will not pay that or any other claim. We will also take any necessary action to recover any previous paid claims, declare This Insurance void and may take legal action and notify the



Vehicle Inspectorate Executive Agency. We will not refund any premium.

4. This Insurance cannot be transferred from Your Vehicle to any other vehicle.
5. The benefits of This Insurance may not be assigned to a third party. If You sell and/or transfer Your Vehicle to another person, motor dealer or trader during the Period of Insurance all cover will expire upon such sale/transfer and no premium will be refundable.
6. This Insurance is limited to a maximum of one claim, to the maximum amount stated on the Schedule in any 12 month period from the MOT issue date.
7. We and the Insurer do not guarantee the mileage quoted in Your Schedule as being the true mileage covered by Your Vehicle. It is only intended as a guide to when servicing is due.
8. This Insurance covers You only within the United Kingdom.
9. This Insurance does not cover any indirect damage, losses or third party claims, bodily injury, road hazard, fire damage or any other losses beyond the actual scope of cover.
10. This Insurance only comes into effect when Your Vehicle is within 30 days of its next MOT due date.
11. Repairs must be completed within 30 days of issue of a VT30 document failing Your Vehicle on its MOT test.
12. Unless We or the Insurer have agreed otherwise in writing, This Insurance will be governed by English law.
13. 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 This Insurance.
14. 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.
15. If You have elected to pay Your premium on a credit funding agreement You must be over 18 years of age at the time of Your application. Failure to pay any premium installment will result in the immediate suspension of cover and may result in cancellation. In the event of a claim, We may offset any outstanding premium against Your claim settlement.

Cancellation

1. You may cancel This Insurance within 14 days of the Issue Date or the date on which You receive the contractual terms and conditions whichever occurs the later 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 the total value of claims paid will be deducted from any refund due. Any refund of premium will be processed by the selling dealer.
2. After 14 days You may cancel This Insurance but no refund of premium is available and any outstanding premium installments must be paid to Us in full. However where the Vehicle is subject to an insurance total loss or in the event of Your death, the unused part of Your premium, calculated pro-rata will be refunded less a £50 administration charge. 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 dealer.
3. We or the Insurer may cancel This Insurance by writing to You and giving You 14 days notice. We will write to Your last known address. If We cancel This Insurance We will refund to You the unused part of Your premium, calculated pro-rata.



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 the Seller.

Complaints about This Insurance

Please contact Our Customer Services Team either by telephone on 0844 854 1502, or by e-mail to customerservices@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 0800 678 1100 or 0207 741 4100.

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

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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.

How to contact us

Motorway Direct Plc
Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ

Claims Line.....	0844 854 1500
Claims Fax	0844 854 1501
Customer Services	0844 854 1502
e-mail	customerservices@motorwaydirect.co.uk
e-mail	claims@motorwaydirect.co.uk

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