## TERMS AND CONDITIONS

- This policy is provided by Alpha Insurance A/S to cover the loss due to Mechanical or Electrical Failure of certain parts listed under Your relevant level of cover during Your policy period. Only Parts, labour and VAT are covered up to Your appropriate Claim Limit listed on Your policy Certificate. Please refer to Your Policy Certificate for details of the Claim Limit applicable to Your policy.
- 2. Items that require periodic replacement i.e. service Items, tyres, exhausts, brake friction materials etc, components subject to manufacturers recall or under manufacturer's warranty, Fire, collision, damage caused by weather related incidents, damage caused by lack of use of antifreeze, fluid leaks and damage occasioned by faulty workmanship, any Vehicles that have not adhered to manufacturer's service intervals, any cost/damage that are indirectly caused, parts not fitted correctly, or defects present at the time of sale are not covered under this policy.
- The following limitations apply: Ultimate 80,000 miles or 8 years, Advantage 120,000 miles or 12 years and Standard any age, any mileage. If your vehicle falls out of these parameters additional premiums will apply.
- To process a claim you must be the registered owner of the vehicle, evidence may be required.
- The following vehicles are excluded from cover: Aston Martin, Bentley, Bristol, Bugati, Cosworth, De Tomaso, Delta Integrare/8.32, Ferrari, F1, Lamborghini, Lancia, Maclaren, Maserati, Rolls Royce.
- 6. This policy does not cover: any incident occurring within the latter of the first 30 days or 1,000 miles since the inception of the policy. Commercial vehicles, any Vehicle designed to carry more than 8 people, motor cycles, mopeds, any left hand drive vehicle, any kit car, vehicles which have been modified in any way from the manufacturer's specification, components which have been modified in any way from the manufacturer's specification, vehicles owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing Vehicles, or Vehicles used for competition, racing, pace making, hire or reward including but not limited to taxis and courier vehicles, off road use.

- 7. The repair labour rate payable will be to a maximum of £50 per hour (Inclusive of VAT), unless stated otherwise on your policy schedule. The optional upgrades make up part of the policy claim limit and include parts, labour and VAT. TAG Insure Ltd. will only accept claims from a VAT registered garage.
- Under this policy we accept no liability for loss of use, inconvenience, lost time, commercial losses or any other incidental or consequential loss.
- This policy will not cover any liability in the event of any misrepresentation or concealment made by You or on Your behalf in support of obtaining the Policy or any claim on Your Policy.
- 10. The following vehicles are exempt from this policy: goods vehicles, emergency service vehicles, rental vehicles, public or private hire or vehicles designed to carry more than 8 people including the driver.
- Vehicles that have had the manufacturer's warranty or guarantee removed will not be covered by this policy.
- This policy does not cover vehicles that have been modified from manufacturer's specification or where the milometer has been altered or disconnected.
- 13. Issues caused by or arising from the following will not be covered under this policy: Overheating, corrosion, carbon build up or the gradual reduction in operating performance commensurate with the age and mileage of the Vehicle, gradual loss of engine compression necessitating the repair of valves or rings, gradual increase in oil consumption due to normal operating functions, 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.
- 14. This policy does not cover Vehicle neglect, poor workmanship, damage caused by loads greater than the permitted manufacturer recommendation, Fire, self-ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices.
- 15. Consequential Breakdown, Involving components subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design defect or consequential breakdowns that are subject to non-covered parts are excluded from this policy.

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16. The following events are excluded from this policy: Intent or vandalism, ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly, nuclear component thereof, occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

- This product does not cover issues relating to fuel, anti-freeze, hydraulic fluids, grease or any other oils.
- It is important that no work is completed outside of the Claims Procedure; failure to follow the correct procedure will result in the investigatory or remedial work being refused and in some cases prior approval retracted.
- 19. This policy may be subject to an excess if selected at point of sale, please refer to your policy schedule for further information.
- 20. As the owner of the policy you will be liable for any servicing or repair work required outside of the policy. All servicing must be completed in line with the manufacturer's specification. Service invoices must be retained as they may be required in the event of a claim. You have a maximum of 1,000 miles or 30 days (whichever is sooner) to have a service completed. Failure to evidence the correct service has been carried out will result in your claim being refused. Any failure that occurs within the 1,000 mile or 30 day period will also be refused. Routine servicing is at the cost of the vehicle owners. Engine and manual/automatic gearbox claims will be refused if the relevant oil and filter changes cannot be evidenced.
- This policy does not cover extreme/off road use, damage caused by impact or failure due to negligence or excess speed.
- 22. Any components, which have not failed but have been reported as requiring replacement during routine servicing, MOT's, road testing, health checks, fault code readings and/or repairs or at the time an Insured repair is in progress will not be covered under this policy.

- 23. 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 will not be covered under this policy.
- 24. This policy accepts no liability for death, bodily injury or loss of or damage to property other than the components listed under the policy.
- 25. Vehicles where an MOT Certificate is not in force or has expired will not be covered under this policy.
- 26. No claim will be assessed until full payment of the policy is received
- The policy does not cover any form of accident however caused. This would be covered under your road risk insurance policy.
- 28. If the vehicle is sold or disposed of, the policy will come to an end unless the transfer procedure is followed and the transfer is accepted. The policy can be transferred from one private individual to another private individual. This policy is not transferable if the vehicle is sold or returned to a dealer.
- 29. Components listed as an advisory on the MOT Certificate are not covered under this policy.
- This policy covers specific listed parts for Wear and Tear where the Vehicle is under 10 Years old or 100,000 miles.
- 31. Components that are found to be worn out and are not listed under the further benefits page are excluded from this Policy.
- 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 are not eligible under this Policy.
- 33. You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them, We may at Our discretion cancel the Policy or refuse to deal with Your claim or reduce the amount of any claim payment.

## TERMS AND CONDITIONS Cont.

- 34. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to: i) supply accurate and complete answers to all of the questions We or the Administrator may ask as part of Your application for cover under this policy; ii) to make sure that all information supplied as part of Your application for cover is true and correct; iii) 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.
- Duty of Care. You must not continue to drive the Vehicle after any incident as this could cause further damage to Your Vehicle.
- 36. This policy will come to an end if any attempt is made to commit fraud, no refund will be made and we may inform the Police of the circumstances.
- You have the right to cancel this cover within 30 days of receipt of the policy documents without giving reason and receive a full refund.
- 38. If you wish to cancel this policy after the 30 day cooling off period, you must send a recorded delivery letter to the administrator. If you cancel this policy after the 30 day cooling off period no refund will be available.
- 39. This Policy will be governed by the law of England and Wales unless You and TAG Insure Ltd. have agreed otherwise. Our liability under this policy will be binding for the Period of Insurance shown on the Policy Certificate. 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.
- Pre-existing faults prior to the purchase date of this policy are not covered under any level of protection.
- 41. 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 Certificate.

- 42. This policy will only pay for one repair on any listed part (i.e. we do not pay twice for the same listed part) i) In all cases where possible, we will only pay for motor factor pattern parts, reconditioned/ exchange parts and in exceptional circumstances, with your permission, second hand parts can be used. Original Equipment components will only be approved if there is no alternative. We will also stipulate component repairs where possible. PLEASE NOTE: Customers can request genuine parts rather than exchange or pattern parts and cover the difference or add this option to the policy at inception under the Optional benefits section. ii) Repair times will be assessed and agreed using ICME/Autodata repair time data. iii) The liability of the policy is to return the vehicle to its condition, prior to the failure.
- 43. 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.
- 44. 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.
- 45. We reserve the right to inspect the vehicle subject to a claim at our discretion.
- 46. 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.
- 47. In the event of a claim and liability having been rejected by Us, We shall not be liable for the claim after the expiry of three months from the date of rejection unless within that time the claim has been processed for arbitration.
- 48. Under the policy We shall be released from all liability and obligation should the Terms and Conditions of the policy not be compiled with fully.

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- 49. We reserve the right to direct or redirect a claim to one of Our selected 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 increased labour rate option and paid the additional premium. All repairs are limited to the standard ICME/Autodata repair times and to a maximum labour charge of £50 per hour. Where applicable we reserve the right to inspect any vehicle on cover following receipt of a claim.
- 50. 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.

- 51. Complaints procedure; If you have an enquiry or complaint please email the administrator at: complaints@theautogroup.co.uk or write to us at TAG Insure Ltd, The Complaints Team, Unit 8, Abbots Business Park, Primrose Hill, Kings Langley WD4 8FR.
- 52. This information is correct as of 1st July 2016 and is part of the policy certificate. The latest information can be obtained at the point of purchase or you can visit our website www.theautogroup.co.uk