

Auto Repair

keyfacts®

Auto Repair Insurance policy

Your policy has been arranged by ETA Services Ltd with UK General a trading name of UK Underwriting Ltd on behalf of: Ageas Insurance Limited, registered in England No.354568; registered office: Ageas House, Tollgate, Eastleigh, SO53 3YA. ETA Services Ltd, UK Underwriting Limited, and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in bold.

Policy Administrator means the ETA Services Ltd, 68 High Street, Weybridge KT13 8RS.

Claims administrator means MB&G Insurance Services Ltd.

Claim Limit. You can claim up to £500 (including VAT and subject to a £25 excess) per claim and you are able to make up to five paid claims a year.

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.

Excess Period means the period which begins on the date of purchase of the policy and applies for fifteen consecutive days thereafter.

ICME means the Institute of Chartered Mechanical Engineers.

Insured / You / Your means the registered owner of the **vehicle** forming the subject matter of this policy named in the customer statement.

Insurer / We / Us / Our means UK Underwriting Ltd on behalf of Ageas Insurance Limited.

Market Value means the value of the **insured vehicle** will be determined by reference to Glass's Guide retail value at time of claim.

Mechanical Breakdown means internal failure which is hereby defined as the actual and sudden mechanical failure or breakdown of an item 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. Failure or breakdown, which ultimately results from **wear and tear** is excluded from the scope of cover afforded by this policy.

Period of Insurance means the period specified on your ETA customer statement.

Insured Eligibility means that this policy is limited to you in conjunction with our roadrescue policy.

Vehicle Eligibility is for **vehicles** which are less than ten years old and have less than 100,000 recorded miles and are not include in the **vehicle** exclusion list on page seven.

Territorial Limits are 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 thirty days in any twelve months of cover.

Vehicle means only the **vehicle** as identified on the customer statement 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 or small commercial **vehicles** of less than 3,500 kg gross weight.

Wear and Tear means 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

Cover is provided for the cost of repair or replacement of insured parts of the **eligible vehicle** where such

repair or replacement is necessitated by a breakdown of that **vehicle** due to mechanical or electrical failure, which occurs during a journey at a distance of more than a mile from your home, or (provided home rescue is included in your roadrescue) at your home address.

The following specifically listed components and labour costs are covered against **mechanical breakdown**, provided that the terms and conditions of this policy are fully complied with. The number of claims are limited to five claims in the twelve month period and the maximum amount payable per claim is £500 (including VAT and subject to a £25 excess) with a maximum aggregate claim up to the **market value** of the **vehicle**.

Engine. Cylinder block, crankshaft, crank bearings, big end bearings, oil pump, con-rods, gudgeon pins, small end bearings, pistons, piston rings, cylinder bores, cylinder head (excluding cracks), rocker shaft, rockers, hydraulic lifters, camshaft and cam followers, push rods, camshaft bearings, inlet and exhaust valves, valve springs, valve guides, cylinder head gasket, inlet manifold, timing gears, timing chains, flywheel and starter ring gear (Excluding sticking valves, Oil leaks).

Timing Belts. Timing belts are covered providing that the belt has been changed in accordance with the manufacturers servicing schedules (proof required). The damage subsequently caused if timing belt has not been changed as specified by the manufacturer is specifically excluded.

Cooling. Engine thermostat, water pump, thermostat housing, viscous fan coupling.

Fuel System. Carburettor, fuel injection pump and fuel pump. The following items relate to diesel engine **vehicles** only. Low pressure supply pump, fuel injector governor, fuel shut off mechanism, hydraulic or electrical injection timing mechanism, high pressure fuel metering head, manifold boost pressure compensator, altitude compensator, glow plug relay.

4x4 Transfer Box. The following internal mechanical components are covered: transfer gears, selectors, shafts, transfer shafts, needle and roller bearings, output shafts and brushes. (Excluding Oil Leaks).



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1



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Driveline. Front and rear wheel drive vehicles: open drive shafts including constant velocity joints, universal joints and couplings. Rear wheel drive half shafts, half shaft bearings. Includes front and rear transfer shafts 4x4 vehicles. (Excluding: gaiters and viscous couplings, oil leaks).

4x4 Differential. Planetary gear assembly, crown wheel and pinion assembly. Internal shafts, bearings and bushes, thrust washers, spacers, bevel gears. Includes front, rear and centre differential on 4x4 vehicles. (Excluding: viscous couplings and fluid differentials, oil leaks).

Manual Gearbox. The following internal mechanical components are covered: Gears and gear cluster, selectors and shafts, synchromesh assemblies, bushes, ball and roller bearings, needle bearings and transfer gears. (Excluding oil leaks).

Automatic Gearbox. The following internal mechanical components are covered: Governor, valve block, oil pump, gears, brake bands, servos, clutches, seals, shafts, bearings and bushes, modulator, valve and transfer gears.

Continuously Variable Transmission. (CVT/CTX): All internal mechanical components and seals. (Excluding oil leaks).

Torque Converter. All internal mechanical components and seals.

Wheel Bearings. Front and rear wheel bearings (excluding hubs).

Propshaft/s. Propshaft, universal joints and couplings, bearings and rubber couplings. (Excluding: gaiters).

Suspension and Steering. Coil springs, steering rack and pinion power steering rack, steering box, power steering box and idler box. (Excluding: gaiters, oil leaks, tracking and balancing).

Clutch – Parts only. Release (thrust) bearing, centre plate and pressure plate.

Braking System. Brake master cylinder, callipers, wheel cylinders, brake bias/restrictor valve. (Excluding: corroded or seized components).

Electrical. Alternator, voltage regulator, starter motor, flasher relay, front windscreen wiper motor, front windscreen washer motor, ignition coils and coil packs.

Casings. Consequential damage to casings caused by the failure of a covered component will constitute part of the total claim within the policy limits.

Working Materials /Casings. Should any authorised repair to any of the above components require essential replacement of or topping up of lubricants, oils or coolant or replacement of the oil filter or replacement of casings these shall be covered as part of total claim (within policy limits).

PLEASE NOTE: Those components covered are covered against mechanical or electrical failure due to sudden and unexpected circumstances. 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.

IMPORTANT:

It is essential that an authority number be obtained from us before any repairs commence by calling 0191 259 0647.

Car Hire. Subject to acceptance of a valid claim, an allowance of £30 per day (Inc VAT) towards car hire may be claimed for a maximum of seven days, whilst your vehicle is being repaired. This excludes the first 24 hours of repair period, delays due to parts availability, delay in the repairer not being able to begin the work immediately, fuel and insurance costs. To qualify for the car hire benefit you must tell the claims administrator within 24 hours of breakdown and obtain authority.

Overnight Accommodation. If the insured vehicle cannot be driven due to a breakdown caused as a direct result of a failure of a part covered under the what is covered section of this policy and you are more than 25 miles from your intended destination We will pay for one night's bed and breakfast in a hotel for you and up to three passengers; subject to a policy limit of £50 per person with a total amount payable of £200. **Please note:** Prior authority must be obtained from the claim administrator.

Continental Use. This policy is extended to cover the vehicle whilst in any European Union member state for a period of not more than sixty days in any twelve month period, with the limit of liability restricted to the equivalent British rate for labour charges and parts at prices applicable at the date of the claim.

Important: car hire and overnight accommodation expenses will constitute part of the total claim and cost will be limited to the claim limit as stated on the Policy Schedule. A VAT receipt will be required.

Insurance Conditions. Cover is only applicable where the breakdown is as a result of mechanical or electrical failure, of a covered part and as a result, the vehicle is unable to continuing its journey safely. That an ETA recovery vehicle has attended and taken you to a nominated garage, and required the repair or replacement of insured part(s) to enable the journey to be resumed

1. In no case does this policy apply to taxis, self drive hire, driving schools, commercial vehicles, or vans with a carrying capacity exceeding 3,500 kg, or to vehicles used in any sort of competitions, rallies, pace making or off-road use.
2. This policy shall be governed by and construed in accordance with the Law of England unless the policy holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

3. The insurer's liability under this policy will be binding for a twelve month period and begins on the expiry of the excess period.
4. It is a condition precedent to any liability under this policy that the insured 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 manufacturer's 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 twenty-one 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 parts listed in this policy for parts and labour up to the claim limit specified on the customer statement up to the market value of the vehicle. It is expressly stipulated that within the claim limit, all labour times are in accordance with the current ICME manual.
6. 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 our name 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 heading 'Exclusions' on page six of this policy.
8. You shall take all reasonable steps to prevent loss or damage to the insured vehicle and shall observe the terms of this policy.
9. In the event of any occurrence giving rise to a claim, you must follow the procedure under "How to make a Claim" on page seven 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. In the event of a claim we reserve the right to call for a contribution from you for betterment should the repaired vehicle ultimately be in a better condition or have a better value than it enjoyed immediately prior to the occurrence of the claim.
12. We reserve the right to subject the vehicle and or failed component to expert assessment.
13. Where dismantling of a covered component is necessary to determine the validity of a claim, you must authorise any dismantling. Costs incurred will only be met as part of a valid claim.
14. We may cancel this policy by giving fourteen days notice by recorded



- delivery to **you** last known address.
15. In the event of a claim and liability having been rejected by **us**, **you** 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.
 16. 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.
 17. If the policy is cancelled outside of the cooling off period for whatever reason there will be no refund of premium.
 18. Repairs must be completed by a VAT registered dealer / repairer unless agreed by **us** in writing.
 19. **We** reserve the right to specify the use of guaranteed exchange or factored parts. The parts liability for any claim will be limited to the cost of these components.
 20. All benefits under this policy shall be forfeited and **we** shall be released from all obligations to **you** if the conditions and 'How to 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.
 21. If **we** accept that there is a claim under this insurance but there is a disagreement in respect of the amount to be paid, the disagreement will be referred to an arbitrator appointed in accordance with current statutory provisions. In these circumstances the arbitrator's award must be made before there is any right of action against **us**.
 22. 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.
 23. Non-Disclosure, misrepresentation or misdescription - this policy is voidable if **you** or anyone acting for **you** fails to disclose, misrepresents or misdescribes any material fact. If **we** void this policy **we** will void it in its entirety and no cover will apply.
 24. This policy does not cover any costs related to diagnostic work.
 25. This policy is only available for used **vehicles** up to ten years old at the date of inception.

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

1. Where a **vehicle** has not been recovered by an ETA recovery agent

2. Any cause other than a mechanical and electrical breakdown which has resulted in the **vehicle** being unable to safely proceed.
3. Any claim sums greater than £500.
4.
 - (a) Occurring during the warranty or guarantee period of the manufacturer or the **excess period** or where faults have developed during such period prior to the beginning 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.

5. Any ancillary components or equipment not listed under the "What is Covered" section.
6. Fuel, antifreeze, hydraulic fluids, grease or oils.
7. Investigatory or remedial work commenced before authorisation by **claims administrator**.
8. Cost incurred in routine servicing or repairs.
9. Any parts, 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.
10. Liability, which attaches to **you** by virtue of an agreement but which would not have attached in the absence of such agreement.
11. 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.
12. Any liability for death, bodily injury or loss of or damage to property other than the insured components or loss of use or any consequential loss of whatsoever nature.
13. Non-compliance with the conditions relating to the servicing of the **vehicle**.
14. The following **vehicles** are excluded from cover All American, Australian and Canadian **vehicles** (unless built for the British market), Stretched limousines, Aston Martin, Bentley, Bristol, Bugatti, Caterham, Daimler twelve cylinder models, De Tomaso, Electric or hybrid powered **vehicles**, Ferrari, Ford Cosworth models, Honda NSX, Hummer, Jaguar **vehicles** over 4000cc, Kit Cars, Lamborghini, Lancia Delta Integrale/8.32 Models, LCC Rocket, Lexus SC430 AND LS models, Mercedes S class and AMG models, Lotus, LPG powered **vehicles**, Marcos, Maserati, McLaren F1, Mitsubishi 3000 GT, Morgan, Nissan 300ZX/Skyline, Noble M10, Panther, Porsche, Rolls Royce, Rotary

engine **vehicles**, Subaru SVX, TVR, Venturi, Westfield. Service **vehicles** (police ambulance etc), **vehicles** used for hire & reward, taxis, **vehicles**, or vans with a carrying capacity exceeding 35cwt, or to **vehicles** used in any sort of competitions, rallies, pace making or off road us

Customer Service/Complaints

It is our intention to give **you** the best possible service but if **you** do have questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact

Customer Service Manager
ETA services Ltd
68 High Street
WEYBRIDGE
KT13 8RS
Telephone 0845 389 1010
members@eta.co.uk

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response. If having received a response from **us** **you** remain dissatisfied **you** should write to

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

Please ensure **you** quote **your** ETA number and where the insurance was purchased.

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 €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

183 Marsh Wall
London
E14 9SR
or telephone 0845 080 1800

Your statutory rights are not affected if **you** choose to follow the complaints procedure above. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Please quote **your** policy number in all correspondence

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 with no upper limit. **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

Cancellation

We hope **you** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **your** requirements, please inform **us** on 0845 389 1010 within fourteen days of issue and **we** will refund **your** premium.

Thereafter **you** may cancel **your** policy at anytime however no refund of premium will be available.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending fourteen days notice to **you** at **your** last known address. Provided the premium has been paid in full **you** 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**.

Ensure that no work of any description is carried out on the **insured vehicle** without the express authorisation of the **claims administrator**. It must be clearly understood that costs for any other work begun or completed before authorisation has been given will be **your** responsibility and will automatically invalidate any claim under this policy.

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** customer statement and any excesses that might apply. **You** are responsible for paying for any other work **you** ask the repairer to carry out.

Contact the **claims administrator** on 0191 259 0647. All **we** ask is that **your** nominated dealer is VAT registered (please refer to condition 18). The dealer will then need to arrange for an estimate to be completed and claim to be made by telephone using the above number. They will need from **you**:

- A customer signed and fully completed claim form
- **Your** receipted invoices for services.

IMPORTANT:

It is essential that an authority number be obtained from the claims administrator before any repairs begin.

Tel. 0191 259 0647

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 parts used in the authorised repair, labour and VAT.

VAT: Where **you** are VAT Registered, the VAT element will not form part of any claim against **us**.

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 Underwriting Ltd is an **insurers** agent and in the matters of a claim act on behalf of the **insurer**.

This policy wording relates to any policy purchased on or between: 1 March 2010 and 31 May 2011 inclusive.

At the ETA our literature is printed on 100% recycled paper from post consumer waste, is fully recyclable and biodegradable, totally chlorine free, elemental chlorine free, NAPM approved, long life archival usage approved, Nordic Swan environmental awarded and is produced in a mill that holds ISO 14001 certification.



ETA

Your green
peace of mind