

Welcome

Dear Motorist,

Congratulations on the purchase of your vehicle.

We hope that your vehicle will provide long and trouble free motoring.

The policy covers all of the parts listed for sudden mechanical failure and the associated labour to fit them. See the relevant plan shown on the proposal form.

Please read this document carefully to familiarise yourself with the liabilities, exclusions, terms and conditions, the servicing schedule, how to make a claim and the FSA Ombudsman scheme for this policy.

Please call our helpline should you require clarification of any of the contents of this policy. Helpline number: 01494 484440.

The Directors

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Definitions

Mechanical and electrical breakdown insurance arranged by Warranty Management Services Ltd with UK Underwriting on behalf of:
Primary Insurance Ltd, an E.U. regulated insurance company established in Ireland and licensed by the Irish Financial Services Regulatory Authority. Registered office, First Floor, Fitzwilliam House, Wilton Place, Dublin 2, Ireland.

In this agreement, some words have defined meanings. They are shown below:

We, Our, Us, The Insurer

UK Underwriting Limited on behalf of:
Primary Insurance Company Limited,
2 Gibraltar House, Bowcliffe Road,
Leeds LS10 1RJ

The Administrator, WMS

Warranty Management Services Limited
PO Box 1049, High Wycombe,
Buckinghamshire HP14 3ZU

Registered No. 4801804

This is a private company limited by shares and incorporated in England.

Vehicle

The vehicle described on the Proposal Form as the insured vehicle.

You, Your

The person named on the Proposal Form as the insured.

Mechanical Breakdown

The actual breakage of a mechanical component or the complete failure of an electrical component not by wear and tear, normal deterioration or negligence. We are not liable for parts that have reached the end of their normal working lives because of age or usage.

When do I know I am covered for Mechanical Breakdown?

The Proposal Form must be completed at the date of purchase. The supplying dealer keeps the top copy for collection by the Administrator who should provide a receipt. Alternatively the supplying dealer posts the top copy by recorded delivery within 14 days to the Administrator's address.

You will be insured for Mechanical Breakdown when We have:

- accepted Your Proposal Form
- received Your premium

The insurance is always subject to the terms, conditions, liabilities and exclusions of the policy.



Insurance Agreement

Jurisdiction

This certificate shall be governed by and construed in accordance with the law of England and Wales unless the certificate holders habitual residence (in the case of an individual) or central administration and/or place or establishment is located in Scotland in which case the law of Scotland will apply. In the event of the place of establishment being situated in The Channel Isles the relevant law governing The Channel Isles shall apply.

General Conditions

You must give us all the information and help that we may reasonably require. This also applies where We wish to enforce any rights against any manufacturer, repairer or supplier.

You must comply with all the terms and conditions of this policy. Any liability We may have to make any payment depends on You keeping to Your obligations under the policy and on the truth of Your statements and answers on the Proposal Form.

1 Maintenance and servicing

- (a) Care of the Vehicle - You must take all reasonable steps to safeguard Your Vehicle from loss or damage. You must keep it in an efficient and roadworthy condition and regularly service it in accordance with the manufacturer's recommendations. You must allow Us free access to examine the Vehicle at all times.
- (b) We will not pay any claim if the Vehicle is found to have inherent faults when You took out the insurance. Therefore, all Vehicles must have a full pre-delivery inspection before the

insurance starts.

- (c) After each service, please ensure that the relevant service details are completed in this book by Your servicing garage and obtain a receipt for the service. **You must keep the receipt for reference in the event of a claim.**

2. Reporting a Mechanical Breakdown

Immediately a fault becomes evident to the driver, you should stop and seek expert advice on the cause. For a claim to be considered, the mechanical breakdown must have occurred and have been reported to us within the policy period.

3. Repairs Procedure

You must obtain authorisation from the Administrator before having any repairs carried out.

Repairs may be made through a repairer nominated by the Administrator. If the insured part is beyond economic repair, the repairer may replace it with a similar part.

You may have to provide the Administrator with proof of servicing before a claim is settled under this Policy.

No claim will be paid if the repairs are carried out before obtaining prior authority from us.

4. Fraud

If You or anyone on Your behalf makes a claim that is in any way fraudulent, Your insurance under this policy will end.

5. Termination on sale

This policy ends if You sell or dispose of the Vehicle unless You make a valid transfer of the insurance. The Policy can only be transferred to a private individual

Insurance Agreement (continued)

who first agrees to be bound by the liabilities, exclusions, terms and conditions of the Policy by sending Us a completed "Form of transfer" (as included in this booklet), together with the transfer fee. If, in the event of Your death, ownership of the Vehicle passes to an immediate relative, the Plan automatically continues for the benefit of that person.

6. Cancellation

The policy holder has a 14 day cooling off period during which time this policy may be cancelled and a full refund issued. This will be issued by your supplying dealer. After the cooling off period and once the policy has been accepted there is no surrender value and no refunds will be made under any circumstances.

7. If you make a claim and any other insurance would also entitle You to claim, the Plan will only contribute its rateable proportion of the loss.

8. We have the right to:

- a) examine the vehicle
- b) obtain an expert assessment at Our expense, the result of which will be binding on all parties;
- c) nominate the repairer

If, following specific arrangements for inspection, and through no fault of Ours, the engineer cannot inspect - for example, because the Vehicle is not available or is not stripped etc - We will deduct fees for the second inspection visit from the authorised amount of the claim.

9. If we accept a claim We have the right:

- a) to require a contribution from You if the repaired Vehicle will ultimately be in a better condition than before the

claim; and

- b) to take wear and tear, according to age and mileage, into consideration when settling the claim.

10. This insurance is limited to a Mechanical Breakdown of each insured part on only one occasion during the period of insurance.

11. If more than one insured part has failed at the time you contact the Administrator, it will be dealt with as one claim.

12. We have the right to specify the use of guaranteed reconditioned or exchange units. Our liability will be limited to the cost of these parts.

13. If You are VAT registered, the VAT element will not form part of any claim against Us.

14. If We give provisional authorisation for repairs, We will assess repair times in line with the Autodata repair times manual current at the time.

15. We are not liable for any claims directly or indirectly caused by:

- a) non-compliance with the conditions relating to the maintenance of the Vehicle;
- b) any act, omission or negligence by You (or any user of the Vehicle), which adds to the loss or damage;
- c) fire, collision, frost, snow, ice, flooding, freezing or corrosion;
- d) parts being subjected to recall by the manufacturer or parts which fail as a result of inherent design faults;
- e) the failure of a part which is under any manufacturer's or supplier's warranty;

Insurance Agreement (continued)

- f) wear, tear, gradual breakdown or deterioration of the insured parts;
- g) consequential damage if it is reasonable for us to conclude that the damage has been caused by failure to take preventative steps (for example, the Vehicle being driven with a defective part) and any loss arising from;
 - excluded parts;
 - incorrectly fitted parts;
 - insufficient servicing;
 - faults present at purchase;
- h) losses normally covered under a road risks insurance policy or loss resulting from an accident to the Vehicle;
- i) the Vehicle having been altered or modified from the manufacturer's original specification, or having been raced, rallied, used in competition, or for hire or reward;
- j) any parts which have not actually failed and which are replaced during routine servicing or maintenance;
- k) the Vehicle being beneficially owned by a company or person involved in the business of vehicle repair, servicing or dealership or by an employee of such a company or person;
- l) exhaust emission MOT failures, these are not Mechanical Breakdowns and are not covered;
- m) any Mechanical Breakdown caused by lack of normal and proper use or care, including the incorrect use of fuel.



instance write to the Scheme Administrator at Warranty Management Services Limited, PO Box 1049, High Wycombe, Buckinghamshire HP14 3ZU

If you are not satisfied with the way a complaint has been dealt with, please write to: 'Head of Claims' UK Underwriters Ltd, Primary Insurance Company, 2 Gibraltar House, Bowcliffe Road, off Gibraltar Island Road, Leeds LS10 1RJ.

If this fails to resolve your complaint, You may then write to the Financial Ombudsman at South Quay Plaza II, 183 Marsh Wall, London, E14 9SR. Customer helpline: 0845 080 1800. Email: complaint.info@financial-ombudsman.org.uk Primary Insurance Company Ltd, is correct by The Irish Insurance Compensation Fund, if they cannot meet their obligations. The Irish Insurance Compensation Fund provides funds for liquidators so that they may pay the valid claims of insolvent insurers. The fund will provide compensation payments of up to €20,000 or 90% of the net loss, whichever is the least.

16. Complaints Procedure

If you have any enquiry or complaint about Your Policy, You should in the first

Additional Benefits

Continental Cover

Cover is extended to insured vehicles used on the continent of Europe for a period not exceeding 60 days. In the event of a mechanical breakdown on the Continent you must comply with the claims procedure in the normal way. You must however retain all parts where possible, obtain a full breakdown of the parts used and the reason for the failure or replacement of these items. In the event of a valid claim, reimbursement will be based on the currency exchange rates prevailing on the date that the claim is agreed.

Overnight Accommodation & Rail Fare

Hotel expenses or return rail fare will be reimbursed to a maximum of £60 including VAT within the maximum claims

liability, providing that the vehicle is rendered immobile due to a valid claim under the terms of this policy. Bona fide receipts will be required in the event of a claim. Drinks and meals are specifically excluded.

Renewal

Subject to the insurers approval you will be offered renewal of this policy shortly before it is due to expire.

Transfer

If you sell the vehicle to a private individual, unconnected with the Motor Trade, you may also transfer this policy to the new owner. Complete the information below and send the booklet together with our fee of £25.00 to WMS. You have a maximum of 7 days to apply for transfer.

TRANSFER OF OWNERSHIP FORM

Name of new owner:

Address:

Telephone Number:

Present Mileage:

Date:

Signature

We are unable to transfer this policy to another vehicle.
We reserve the right to decline any renewal or transfer without explanation.

Parts Covered

All Mechanical and Electrical Parts

During the appropriate period of cover, this policy will protect you against the breakdown of All Mechanical and Electrical Parts, other than those asterisked below.

Parts coverage includes:

Air Conditioning,
Engine,
Ignition System,
Steering,
Clutch,
Turbo Charger, Casings,
Petrol Injection,
Gearbox,
Starter Motor/Alternator,
Diesel Injection,
Rear Axle,
Electrical Components,
Cooling System,
Suspension,
Oil Leaks (Including Gaskets),
Fuel Systems,
Braking Systems,
Seals.

Parts Not Covered:

- * Body Panels, Paint and Trim, Locks, Petrol Tanks.
- * Glass of any description.
- * Failure or damage due to negligence, competitive trials or testing, or loss from whatever cause.
- * Damage caused by the failure of any item not covered by this certificate.
- * Consequential loss or damage of any kind.
- * Service items and adjustments. (Carburettor, if due to wear and tear).
- * The fitting of parts or units not approved by the manufacturers.
- * Experimental Equipment
- * Repair or service by a garage or persons not approved.
- * Tyres, Batteries, Exhaust Systems, Carburettor Contamination and Non-Mechanical or Non-Electrical Failure.
- * Interior Trim/Exterior Trim, In-Car Entertainment/Communication Systems and Connected Equipment.

Liabilities & Exclusions

Liabilities

The Insurer will be liable for the cost of parts, labour and value added tax (where this tax is not reclaimed), to the limits as stated on the proposal form, (subject to any lower limit as shown in each individual plan) providing that all requirements have been met, and the failure falls within the scope of this policy.

This policy provides cover for Mechanical Breakdown which is defined as:

1. The actual breakage of a mechanical part covered
2. The complete failure of an electrical part covered

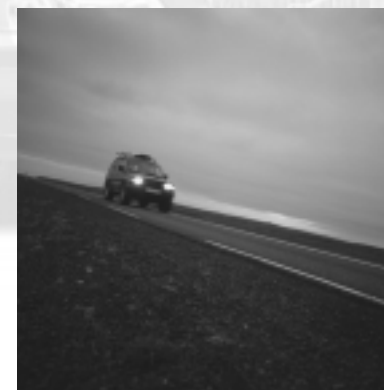
Commercial vehicles will be restricted to 1500 miles per month over the period covered by the policy.

Exclusions

1. The following are not covered by this policy:
 - a) Modified vehicles unless approved by the manufacturer
 - b) Vehicles used for hire and reward
 - c) Vehicles used for racing or competition.
 - d) Commercial vehicles of 3,500kgs and above.
2. This policy does not cover death, bodily injury, accidental damage, consequential loss, or any other damage howsoever caused.
3. This policy does not cover wear and tear, inherent faults, faulty workmanship, cracked blocks, cracked cylinder heads, burnt valves, oil and

fluid leaks, accidental damage to radiator, timing belts (see page 14 section5).

4. This policy does not cover consequential loss (i.e. damage caused by items not covered under the policy).
5. Failure to observe the following will invalidate your claim:
 - a) Frost protection
 - b) Correct claims procedure
 - c) Servicing.
6. This policy does not cover damage caused by negligence, i.e. **insufficient oil or water**, overheating, or failure to ensure that minimum damage is incurred by taking preventative measures.



Terms and Conditions

1. This policy will not become valid until we have received the proposal form with the relevant premium (the dealer acts as agent for the policyholder, we act as agent for the insurers), once accepted it is not possible to cancel this policy and no refunds are given.
2. No part of this policy may be altered without the written consent of WMS.
3. WMS reserve the right to appoint the repairer of the vehicle, the supplier of the parts, and where available service replacement parts will be used.
4. Where the renewal of any parts or assemblies brings about improvement or betterment of the vehicle a contribution may be required from the policy holder. This will take account of the age and mileage of the vehicle and the cost of restoring the vehicle to its pre-breakdown condition.
5. This policy will be rendered invalid if you fail to maintain your vehicle in compliance with the manufacturers service schedule including the changing of timing belts. This must be carried out by a V.A.T. registered garage of your choice. All invoices must be retained as they will be required in the event of a claim.



IMPORTANT NOTE:

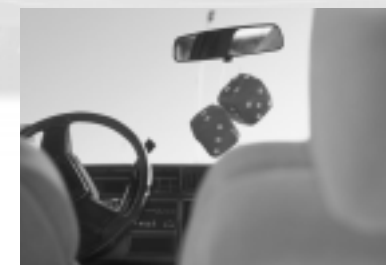
After servicing becomes due, you have a maximum of 21 days or 500 miles (whichever is the sooner), to have the service completed.

FAILURE TO DO SO WILL INVALIDATE YOUR POLICY

How to Make a Claim

1. If your vehicle suffers a mechanical breakdown, please check your policy carefully to establish that the fault is covered.
2. Telephone our claims department on 01494 484480 who may decide on the repairing garage, and give you all the information necessary to proceed with your claim.
3. If the cause of your breakdown is not obvious, it may be necessary to dismantle the vehicle to some extent. This will be done only on your authority and the cost of this will be your responsibility at this stage.
4. If WMS find the claim to be within the scope of your policy an authorisation number will be issued once the costs have been agreed. All repair times will be based on Autodata.
5. To establish liability it may be necessary to instruct an independent assessor to inspect and report his findings. The result of which cannot be contested except by another independent assessor.
6. Claims must be registered within 7 days of their occurrence.
7. Once the claim has been authorised, you may proceed with the repairs. On completion, send in the repairers invoice and any service invoices requested.
8. In the event of a false or fraudulent claim being submitted, the policy will be rendered invalid. In all cases, we reserve the right to prosecute.
9. **Any work carried out without prior authorisation will not be reimbursed. No claims are valid without an authority number.**
10. Once a claim number has been issued you have 3 months in which to submit the invoice for payment. After this period of time the claim will lapse and no reimbursement is possible.
11. No claim will be considered unless mechanical breakdown has occurred and has been reported to us during the policy period

Please ensure that the authorisation number is marked on the invoice, and state clearly who is to be paid.



WMS Assistance



europ assistance

The service listed below apply to anyone driving your vehicle. The services apply to incidents involving accident, theft and vandalism, as well as breakdown. Call the number below quoting WMS Assistance. 0870 737 5966

ROADSIDE ASSISTANCE

One hours labour (up to £50) to fix your car at the roadside.

RECOVERY

Just what it says: Recovery of your car and caravan or trailer, the driver and all legal passengers, from anywhere in the U.K. to any U.K. destination of the customers choice.

HOME ASSISTANCE

Help at or in the vicinity of your house: if roadside repair is not possible, the car will be taken to a local repairer, if you wish.

MESSAGE RELAY

We will relay up to 2 telephone messages to family members, friends or business associates to advise of unforeseen travel days.

SECTION 1-ROADSIDE ASSISTANCE

If an incident occurs:

1.1 ROAD ASSISTANCE

We will arrange for roadside assistance and, if necessary, towing of the members vehicle to a suitable repairer. we will pay the cost of providing these services,

including charges in respect of call out, and the sum of up to £50 for up to one hour's labour for roadside assistance. All other labour charges and the cost of replacement parts or other materials are the responsibility of the member.

Specific Exclusions applying to Section 1.1 What is not covered:

- a) Emergency labour charges in excess of one hour.
- b) The cost of any parts and/or materials used.
- c) Anything mentioned in the General Exclusions

1.2 ONWARD TRAVEL /OVERNIGHT DELAY

If it is apparent that repairs to the members vehicle cannot be effected by the end of the working day, OR

If the vehicle has been stolen and is not recovered in a roadworthy condition the same day, then (provided we have been contacted at the time of the incident) We will pay up to a maximum of £100 for either:

- i) an equivalent self-drive rental vehicle arranged by us (where available) for up to 24 hours, to continue the journey and/or return home within the geographical limits. We will pay for rental charge, collision damage waiver and any necessary drop-off charge, but the member remains responsible for the cost of any fuel used. If necessary, we will pay for one single standard class rail ticket for the agreement holder or any authorised driver to collect the vehicle following repair.

or

- ii) The cost of the member(s) to continue the journey and/or return home within the geographical limits by public transport. The means of such public transport shall be at our discretion. If necessary, we will pay for one single

WMS Assistance

standard class rail ticket for the agreement holder or any authorised driver to collect the vehicle following repair.

or

- iii) Necessary bed and breakfast overnight accommodation in a local hotel whilst awaiting repairs, in the event that the incident occurs more than 25 miles from the home address or intended destination of the member(s).

Specific conditions applying to section 1.2

1. Hire of a replacement vehicle must have our prior approval.
2. In the event of theft of the members vehicle, you must provide us with a copy of the police report at our request.

Specific exclusions applying to section 1.2

What is not covered

- a) Any costs when we have not been contacted at the time of the incident.
- b) Vehicle hire not authorised by us.
- c) Any vehicle hire not effected within 24 hours of occurrence of the incident.
- d) Vehicle hire in the event of the insured vehicle requiring routine servicing, being out of use temporarily under warranty or the repair work to correct non-immobilising faults, or undergoing repair of cosmetic damage.
- e) The cost of fuel and oil used in any replacement vehicle, or any Personal Accident insurance offered by the replacement vehicle hirers.
- f) Any costs which would have been incurred in the course of a journey if the incident had not occurred.
- g) Anything mentioned in the General Exclusions.

1.3 MESSAGE RELAY

We will relay up to 2 telephone messages to family members, friends or business associates to advise of unforeseen travel delays.

SECTION 2 - HOME ASSISTANCE

The services and benefits described in Sections 1.1, 1.2(1) and 1.2(2) will be provided as appropriate in the event of an incident occurring at or in the vicinity of the agreement holder's home address.

SECTION 3 - VEHICLE RECOVERY

In the event of an incident occurring, when it is apparent that the repairs cannot be effected by the end of the working day, then (provided we have been contacted at the time of the insured accident) we will arrange and pay for transportation of the insured vehicle and its occupants to:

- either:
- i) The certificate holder's home address.
 - Or
 - ii) The original destination within the geographical limits.
 - Or
 - iii) A repairer in the vicinity of either of the above locations.

Specific Condition applying to Section 3

We must be contacted at the time the insured incident occurs.

Specific Exclusions applying to Section 3

What is not covered:

- a) Any costs incurred when we have not been contacted at the time of the incident.
- b) Any costs which would have been incurred in the course of a journey if the incident had not occurred.
- c) Anything mentioned in the General Exclusions.

Full terms and conditions available on request. Tel: 01494 484440

Service Record

Policy Holders Service Record

IMPORTANT

Only a fully documented receipt from a VAT registered garage showing date, mileage and work carried out will be accepted as proof of servicing. These documents must be retained as WMS reserve the right to inspect receipts to ensure policy validity.

THE SERVICE RECORD BELOW IS FOR THE POLICY HOLDERS GUIDANCE ONLY AND WILL NOT BE ACCEPTED AS PROOF OF SERVICE. Important: the mileage stated does not guarantee the true mileage of the vehicle.

PRE DELIVERY INSPECTION

Sale date: _____ Sale Mileage: _____

Your first service will be due

Date: _____ Mileage: _____

(Whichever is sooner)

1st SERVICE

Your Next service will be due

Date: _____ Mileage: _____

(Whichever is sooner)

2nd SERVICE

Your Next service will be due

Date: _____ Mileage: _____

(Whichever is sooner)

3rd SERVICE

Your Next service will be due

Date: _____ Mileage: _____

(Whichever is sooner)

Service Record (continued)

4th SERVICE

Your Next service will be due

Date: _____ Mileage: _____

(Whichever is sooner)

5th SERVICE

Your Next service will be due

Date: _____ Mileage: _____

(Whichever is sooner)

6th SERVICE

Your Next service will be due

Date: _____ Mileage: _____

(Whichever is sooner)

7th SERVICE

Your Next service will be due

Date: _____ Mileage: _____

(Whichever is sooner)

8th SERVICE

Your Next service will be due

Date: _____ Mileage: _____

(Whichever is sooner)

