



Garage and Parts Cover

Terms and Conditions

Provided by London General
Insurance Company Limited

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1.0 | Definitions, Requirements & Excess

Definitions:

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

We, Us, Our: Means the **Insurer** and the **Administrator**.

Insurer: The **Insurer** is London General Insurance Company Limited

Administrator: The Administrator is TWG Services Limited.

Vehicle: The **Vehicle** described on the Schedule as the insured **Vehicle**.

You, Your, Purchaser: The person named on the Schedule as the insured

Mechanical & Electrical Failure: The failure of a covered component to perform, 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.

Autodata: An industry standard tool to estimate the cost and time of parts and labour.

Excess Fee: All accepted claims are subject to an **Excess Fee** of £30. **You** will need to pay this **Fee** direct to the repairing garage or the RAC roadside patrol, upon completion of **Your** claim.

When does my cover start?

Your policy begins from the start date as shown on **Your** schedule. **Your** schedule will be sent to **You** alongside **Your** breakdown information from the RAC. Please ensure **You** keep the Schedule with this booklet. This is a contract of insurance between **You** and the **Insurer**. The cover provided by this policy is set out in 'What the policy provides' on page 5.

Your requirements:

Under this policy **You** have a requirement to:

- Keep **Your Vehicle** serviced in accordance with the manufacturer's requirements within 500 miles or four weeks either side of the given time period. If **You** fail to keep the **Vehicle** serviced in accordance with the manufacturer's requirements, then any repairs required will not be covered under this policy.

- This policy works alongside **Your** RAC Breakdown Cover. If **Your Vehicle** suffers a breakdown, **You** must call RAC Breakdown to attend the **Vehicle** in order to benefit from this policy.

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This insurance policy is sold by RAC Financial Services and is underwritten by London General Insurance Company Limited.

Demands and needs: This is an optional add on insurance policy which meets the demand and needs for those persons who have RAC Breakdown Cover and also wish to cover the cost of repair or replacement of the covered components listed in the section 'Covered Components' on page 6. This policy will contribute up to a maximum of £500 per claim and be subject to an **Excess** payment of £30 per accepted claim. **You** should consider this when deciding if this policy is suitable for **You**.

1. Eligibility

In order to be eligible for cover under this insurance policy **Your Vehicle** must:

- Have valid RAC Breakdown Cover in place
- Be less than 12 years old and have less than 120,000 miles on the odometer at the start date of the policy.
- Not be covered under any manufacturer's warranty.
- At point of sale, the **Vehicle** must have been serviced within the last 12 months or, where the **Vehicle** has a full service history, it should be serviced in accordance with the manufacturer's guidelines. If not, then this policy may not apply.
- For the duration of the policy, in accordance with manufacturer's servicing requirements, **Your Vehicle** must be serviced at intervals recommended for **Your** particular make, type and age of **Vehicle** (details of this can be found in **Your Vehicle's** service book). For completion of a service, **We** allow a maximum of 500 miles or a four week leeway on either side of the stipulated time (whichever occurs first).
- It is important that **You** retain **Your** service receipts as they may be required to validate any claim **You** make. Please note that **Your Vehicle** must be serviced by a VAT registered dealer unless **We** have agreed otherwise.
- Must be built to UK manufacturer's specifications.
- Not be modified beyond the UK

manufacturer's specifications post production.

- Not be used for hire or reward, professional instruction, competition or off-road use, motor rally, track days, speed or duration tests or any practice for these events whether they are timed or untimed.
- Not be a **Vehicle** used in public service capacity, for example for the police force, military service, or fire service.
- Not be a **Vehicle** with gross weight of more than 3.5 tonnes.

2. What the policy provides

In addition to the cover, **You** receive on **Your RAC Breakdown Cover**, upon calling into RAC breakdown and them attending **Your Vehicle**, **You** are covered under the terms of this policy for:

- The cost of repair or replacement of a failed covered component listed in 'covered components' on page 6, which results in the RAC attending the breakdown of **Your Vehicle**.
- Breakdown– The RAC must attend a breakdown. If they cannot fix **Your Vehicle**, they will recover **You**, or enable **You** to drive to an RAC approved garage where the repair or replacement of covered components will be covered under this policy.
- **Mechanical or Electrical Breakdown** – Covers **Your Vehicle** for the cost of repair or replacement (including labour) of any Covered Components, detailed on page 6, up to the maximum claim limit of £500 per claim.
- If the RAC attend and are able to repair **Your Vehicle** without using any parts, this is covered under **Your RAC Breakdown Cover**.
- An **Excess Fee** of £30 is payable for each accepted claim.
- Diagnostics – **We** will cover the cost of labour to help diagnose the fault up to a maximum of one hour. Any diagnostics costs over this hour **You** are responsible for payment of.

Please note: Replacement of drive belts, filters, lubricants, antifreeze and fluids

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required because of the failure of a Covered Component to perform its normal function due to **Mechanical & Electrical Failure** is covered by this insurance policy. If such breakdown causes damage to another Covered Component, **We** will repair or replace that Covered Component. Any damage which is cosmetic in nature is not covered.

- › Claims Limit - The total amount payable, including any applicable VAT, will not exceed the claim limit of £500 per claim, as set out in the schedule. If the repairs or replacements are over £500, **We** will pay for the first £500 and **You** will be responsible to pay the balance.
- › Claims limits apply which are dependent on length of policy:
 - 12-month policies – 5 accepted claims
 - 18-month policies – 8 accepted claims
 - 24-month policies – 10 accepted claims
- › The maximum amount of successful claims **You** can have in a 12-month period is 5 regardless of length of policy.

Once a covered component has been repaired or replaced, it will no longer be covered under the remaining term of this policy.

Covered Components

Failure of **Mechanical or Electrical** components which lead to **Your Vehicle** breaking down, which requires an RAC call out to attend the **Vehicle**. Covered components include:

All Mechanical all Electrical parts, as well as;

Turbo (Factory fitted) - All Failures due to carbonisation or Foreign object damage are not covered.

Timing belts - Provided there is proof that the manufacturer's replacement recommendations have been complied with.

Casings -Cylinder block, gearbox, transfer box, differentials, and axle if they have been damaged by a failure of one of the included parts.

This policy will not provide cover for any failed component that does not result in the need for the RAC to attend the **Vehicle**.

3. What is not covered

- › **Your Vehicle** must have suffered a breakdown resulting in RAC having to attend **Your Vehicle**. **You** must call RAC to attend, under the terms of **Your** RAC membership
- › **You** are not covered for the repair or replacement of each covered component on more than one occasion during the term of this policy.

This policy does not cover failures due to any of the following:

- › Any faults that existed prior to the start date;
- › Any faults arising from a failure to service the **Vehicle** in line with the manufacturer's servicing requirements within four weeks or 500 miles;
- › Any failure of parts or breakdown caused by lack of normal and proper use or care, including the incorrect use of fuel or grade of oil;
- › Any act, omission or negligence by you (or any user of the **Vehicle**), which adds to loss or damage;
- › Water ingress, fire, collision, frost, snow, ice, flooding, freezing, corrosion or carbonisation;
- › The failure or breakdown of a part which is covered under any other manufacturer's or supplier's warranty;
- › Where the **Vehicle** is covered by a manufacturer's warranty;
- › Repair or replacement of any such Covered Component that fails due to **Your** negligence, or any part that has failed due to normal wear and tear except as stated under 'Covered Components' on page 6;
- › Design or existing faults - parts being subjected to recall by the manufacturer or parts which fail as a result of inherent design faults or parts that require modification or replacement which is or has been recommended by the manufacturer or faults which existed before **You** entered into the Agreement;
- › Faults **You** have been made aware of as part of **Your** regular maintenance e.g., MOT or servicing or parts which have clearly been deteriorating over time.

- › Accidental damage - the costs relating to losses normally included under a road risk insurance policy or losses resulting from an accidental damage to the **Vehicle**;
- › **Mechanical or Electrical Failure** that causes damage to another Covered Component is not included if it is reasonable for **Us** to conclude that further damage has been caused by **Your** failure to take preventative steps.
- › Any loss arising from incorrectly fitted parts.

Excluded Parts:

General

- › All bodywork handles and hinges, interior/ exterior trim, brightwork, paint, glass (including front & rear heated screens & elements), weatherstrips, rubber seals, sheet metal, sunroof guides, seats (including all internal electrical/mechanical components), carpets, seat belts and pretensioners, wiper arms/blades /washer jets, wheels and tyres, wheel alignment/ tracking/balancing adjustments.
- › Parts subject to manufacturer's servicing requirements or periodic repair including but not limited to spark plugs/glow plugs, Electrical leads and all filters.
- › Any item not in the manufacturer's original specifications.
- › On convertible **Vehicles** the roof together with pumps, motor mechanisms and any retractable panel/mechanism are not included.

Working materials: Unless working materials and supplies required as a direct result of the failure of an included part. An example of some working materials includes: Lubricants, oils and fixings.

Brakes: Brake discs, brake pads, brake linings/shoes.

Contaminated fuel: The clearing of fuel lines, filters, and pumps/ injectors.

Electrics: Bulbs, LED, High Intensity Discharge (HID), lamps/lenses, batteries, fuses, wiring harness, wiring terminals and remaking of

disturbed electrical connections (other than electrical failures of main headlight units).

Miscellaneous items: Air conditioning recharging, ECU reflashes/upgrades, exhaust system, auxiliary drive belts, brackets, mountings, tappings, supports, fixings and fastening devices, fuel tank and fuel lines, rubber hoses, metal pipes or plastic pipes and unions, core plugs and air bags.

4. How to make a claim

- › If **You** suffer from a Breakdown Contact **Your** RAC Breakdown Cover on 0333 2000 999. These lines are open 24 hours a day, 7 days a week.
- › After arriving, If the RAC patrol fixes a covered component on **Your Vehicle**, **You** will need to pay a £30 **Excess Fee** to the RAC patrol.
- › If the RAC patrol cannot diagnose or fix **Your Vehicle**, they will recover you, or enable **You** to drive to an RAC approved garage. On these occasions **You** will not pay the RAC Patrol an **Excess**. This will be payable to the garage on the completion of the repairs to **Your Vehicle** where a claim has been successful.
- › If the RAC patrol fix **Your Vehicle** to enable **You** to drive to the RAC garage, **You** should take **Your Vehicle** to the garage within 7 days of the RAC's attendance.
- › For any information regarding onward travel, please see **Your** RAC Breakdown Cover terms and conditions.
- › **Your Vehicle** is covered in England, Scotland, Wales, Northern Ireland, and for the purpose of this policy includes Jersey, Guernsey and the Isle of Man.
- › To find **Your** nearest RAC approved repairer please visit rac.co.uk/approvedgarages.
- › RAC will notify **Us** of **Your** claim, and which garage **Your Vehicle** has been taken to. **We** will contact the garage to arrange diagnosis and authorisation of the repair.
- › **We** may authorise repairs immediately; call for other estimates; nominate another repairer; investigate the repair request further, insist on the use of non OEM parts; exchange or remanufactured units; (parts

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designed to fit **Your Vehicle**, but not made by the **Vehicle** manufacturer); or appoint an independent assessor to inspect the **Vehicle**.

- ▶ In giving authorisation for repairs, **We** will assess repair times in line with Autodata (or equivalent industry standard) recommended repair or service times and hourly labour rates at a maximum of £45 per hour (outside the M25 circle) and £65 per hour (within the M25 circle).
- ▶ **You** will need to pay the £30 **Excess Fee** to the garage.

In the exceptional circumstances where **We** authorise the repair to take place at a non RAC approved garage **We** will advise **You** what information **We** will need from the garage in order to progress and pay **Your** claim.

5. Duration of the policy

The cover start date and duration is shown on **Your** schedule.

All cover ends on the earliest of:

- ▶ The date of expiry as shown on **Your** schedule of cover; or
- ▶ When the claims limit is reached of:
 - 12-month policies – 5 accepted claims
 - 18-month policies – 8 accepted claims
 - 24-month policies – 10 accepted claims
- ▶ Or the date when **You** no longer own the **Vehicle**, for information on how to transfer the policy to another **Vehicle** see 'Transferring **Your** policy' below.

The policy also ends when;

- ▶ **You** contact **Us** to cancel the insurance
- ▶ **Your** RAC breakdown cover ends.
- ▶ The **Insurer** cancels the insurance

6. Information You need to know

- ▶ **We** have the right to appoint an independent engineer to inspect **Your Vehicle** prior to any repair or replacement of part(s).
- ▶ All parts and materials replaced by **Us** shall become the property of the **Insurer**.
- ▶ Repair or replacement of defective parts under this agreement is to be carried out

through a RAC approved repairer of **Your** choice and approved by **Us** to which **Your Vehicle** should be recovered.

A. Servicing requirements

- i. In accordance with manufacturer's servicing requirements, **Your Vehicle** must be serviced at intervals recommended for **Your** particular make, type, and age of **Vehicle** (details of this can be found in **Your Vehicle's** service book). For completion of a service, **We** allow a maximum of 500 miles or a four-week leeway on either side of the stipulated time (whichever occurs first).

B. Maintenance requirements

- i. It is **Your** responsibility to ensure that routine maintenance is carried out and that the timing belt is changed in accordance with the manufacturer's recommendations. Normal wear and tear is not covered under this policy.

Engine oil works under extremes to lubricate, cool and protect internal engine components. For the best protection using the best oil will have a positive effect on engine performance and minimize wear. Using inferior oil or the wrong type of oil can cause damage or wear that ultimately could cause any damage to mechanical and electrical parts and/or components to be excluded. It is **Your** responsibility to use the manufacturer's recommended engine oil. If **You** need any assistance, please contact the manufacturer.

7. Transferring Your policy

You may be able to transfer this policy to cover **You** if **You** have changed to a new **Vehicle**. To do this, **You** will need to contact the RAC on:

Customer services 0330 159 0360

8. Misinformation & Fraud

We do not tolerate any aspect of fraudulent activity. **We** work closely and share data with other **Insurers**, law enforcement agencies, fraud prevention agencies and public bodies to identify fraud and support prosecution where appropriate evidence exists.

We, and other organisations, may access and use the information recorded by fraud prevention agencies, from both the UK and from other countries. It is important that when applying for insurance or submitting a claim **You** or anyone acting on **Your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **Your** policy or the fulfilment of **Your** claim. If false or inaccurate information is provided and fraud is identified, then **We** may:

- Reject the claim and **We** may cancel **Your** policy. If an **Excess** has been paid this will be returned.
- Report **You** to relevant authorities and take legal action, if necessary, to recover any money already paid to **You** under this insurance policy.
- Pass the details onto to **Our** distribution partner providing this service as part of a wider offering.
- Share details of the fraudulent claim with a number of industry wide fraud prevention databases. A list of participants and the name and address of the operators are available on request.
- Pass details to fraud prevention agencies.
- Law enforcement agencies may access and use this information.
- **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- Checking details on applications for credit and credit related accounts or facilities.
- To prevent and detect fraud.
- Managing credit and credit related accounts or facilities.
- Checking details on proposals and claims for all types of insurance.
- Checking details of job applicants and employees.

9. Cancellations & Refunds

You can cancel this insurance policy at any time.

Cancellations within 14 days: If **You** have not made a claim **You** will receive a full refund of any premiums paid.

The 14 days begins on the start date of this insurance policy or when **You** receive **Your** policy documents, whichever is the later .

Cancellations after 14 days: If **You** cancel after 14 days and have not made a successful claim on **Your** policy, **You** will be entitled to a pro rata refund, based on the number of full unexpired days remaining on **Your** policy.

Should **You** wish to cancel this insurance, please contact the RAC on:

Phone: Customer services 0330 159 0360

Email: membership@rac.co.uk

Address: RAC Financial Services Limited, Great Park Road, Bradley Stoke, Bristol BS32 4QN

The **Insurer** can cancel the insurance without notice if **You** do not pay the monthly premium when due or if **You** make a claim which **We** believe to be fraudulent. Otherwise, the **Insurer** can cancel **Your** insurance by giving **You** 30 days' written notice to **Your** last known address or an email to the email address **You** provided.

10. Queries & Complaints

If **You** have a query regarding this insurance policy, please telephone **Us** on 0330 100 3728, or email motor.admin@thewarrantygroup.com

For complaints relating to the sale of the policy or, delay in attendance, please contact the RAC on:

Phone: 0330 159 0360

Email: membershipcustomer@rac.co.uk

Address: Membership Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

For complaints relating to patrol conduct please contact:

Email: breakdowncustomer@rac.co.uk

Address: Breakdown Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

Phone: 0330 159 0360

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For complaints relating to the administration, claims handling or quality of **Vehicle** repairs, please contact:

Address: Customer Relations Team, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucester, GL17 0AF.

Email: Customer.Relations@thewarrantygroup.com

Telephone: 0330 100 3247

If **Your** complaint is regarding sale of policy, administration, claims handling or quality of **Vehicle** repairs and is not resolved to **Your** satisfaction, **You** may, within 6 months of a final decision contact the Financial Ombudsman Service free of charge at:

Address: Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Telephone: 0800 023 4567, or 0300 123 9123

Website: www.financial-ombudsman.org.uk

None of the above affects any right to legal action.

11. Need another Copy?

If **You** would like this document in another format, such as large print, Braille, please contact the RAC on:

Email: membership@rac.co.uk

Phone: 0330 159 0360, Telephone prefix 18001 to access TYPETALK or text on 07855 828282.

12. Law and Jurisdiction

The law of England and Wales applies to this policy and **You** can bring legal proceedings in respect of the policy in the English courts. If **You** live in Scotland, **You** can bring legal proceedings in respect of the policy in either the Scottish or the English courts. If **You** live in Northern Ireland, **You** can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

13. Status Disclosure

This cover is administered by TWG Services Limited with a sole provider, London General Insurance Company Limited which is authorised

by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No. 202689.

TWG Services Limited is authorised and regulated by the Financial Conduct Authority, Financial Services Register No. 312440. All firms' register details can be checked on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register

14. Company Details

London General Insurance Company Limited. Registered in England & Wales No. 1865673. Registered Office: Twenty Kingston Road, Staines-upon-Thames, Surrey, TW18 4LG, United Kingdom.

TWG Services Limited. Registered in England & Wales No. 1883565. Registered Office: Twenty Kingston Road, Kingston Road, Staines-Upon-Thames, Surrey, United Kingdom, TW18 4LG.

15. Financial Services Compensation Scheme

London General Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** liabilities. General insurance contracts are covered for 90% of the entire claim without any upper limit. **You** can get more information about the compensation scheme arrangements by contacting the FSCS on 0800 678 1100 or 020 7741 4100.

16. Data Protection

- **We** are the Data Controllers of the personal data **You** provide and are committed to protecting the privacy and security of **Your** personal information.
- This includes **Your** name as well as **Your** contact details such as physical address, phone number and e-mail- address. If **You** do not provide the personal data required **We** may be unable to provide the services contained under the Policy.
- In addition to administration of **Your** Plan, including claims and fraud prevention, this may involve sharing **Your** information confidentially with third-party suppliers

of products or services (including repairs) engaged by **You** or by **Us** in the purchase or performance of the policy. This will be done so in accordance to this Policy.

- ▶ **We** may provide by post, email, text or telephone administrative information including expiry/renewal details. **We** may also provide other information in this way, including marketing about this and other similar products provided by **Our** group of companies (which includes The Warranty Group Services (Isle of Man) Limited, TWG Services Limited and London General Insurance Company Limited) but **You** may contact **Us** at any time to stop receiving any such other information. **Your** details will not be used for any other marketing purposes.
- ▶ **Your** personal data will be transferred outside the EU for policy administration. The appropriate mechanisms have been put in place to ensure the safeguarding of **Your** personal data.
- ▶ **Your** personal data will at all times be held securely and handled with the utmost care in accordance with all principles of EU Data Protection law.
- ▶ **Your** personal data will be kept for only as long as necessary after which time it will be destroyed if it is no longer required for the lawful purposes for which it was obtained.
- ▶ **You** have a number of rights to **Your** data these include the right to be informed, have access, rectification, receive **Your** data in a transferable format, erasure, restriction of processing and object to how **Your** data is processed.
- ▶ To obtain a copy of **Your** personal data held by **Us**, for more information on the rights to **Your** data or to exercise one of **Your** data rights please contact **Our** Data Protection Officer or see **Our** website for more details. <https://www.assurant.co.uk/consumer-privacy-policy>
- ▶ **Our** Data Protection Officer can be contacted via **Our** Customer Relations Team using these details: Customer Relations Department at TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF. Telephone: 0330 100 3246.

Email: Customer.relations@thewarrantygroup.com.

- ▶ **You** have the right to make a complaint at any time to the Information Commissioner, the UK supervisory authority for data protection issues.

The Aspen Building,
Floor 2,
Vantage Point Business Village,
Mitcheldean,
Gloucestershire GL17 0AF

Customer Services Telephone: 0330 100 3728

Fax: 0330 100 3330



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