



Mechanical Breakdown Insurance Policy Wording



Warranty Administration Services Limited. Est 1984. One of the UK's longest established warranty companies with over 26 years experience of delivering quality products to the UK market.

Policy Summary

Full policy details

This leaflet contains only a brief summary of the timing belt failure insurance policy. You will find full details of the terms and conditions in the policy document, and you can get a copy of the terms and conditions if you ask us.

Introduction

Timing belt failure insurance is a mechanical breakdown policy that covers all the parts inside your engine and cylinder head against damage caused by the sudden and unexpected failure of the timing belt or timing chain only.

This cover does not affect your legal rights relating to faulty goods or services that have been incorrectly described.

The policy does not cover your vehicle's general maintenance, for example routine services, nor does it cover any other parts on the vehicle.

About this policy

This policy is designed to offer you some help if your timing belt or timing chain unexpectedly fails and causes damage to the inside of the engine or cylinder head.

The policy also covers the actual engine block and cylinder head if they are damaged beyond repair, as long as the damage was caused as a direct result of the timing belt or timing chain failing.

This policy does not require any proof of an annual service history. But does require proof that checks and changes of the timing belt have been carried as per the manufacturers recommendation.

Your responsibilities

As with all insurance, you are responsible for reducing the chances of a claim arising. You will be expected to:

Look after the vehicle and have your timing belt checked and/or changed as recommended by your vehicle manufacturer,

Tell us about any possible claim as soon as you can; and

Pay for all repair costs that are not covered by our authorisation number.

Schedule of insurance

The schedule of insurance makes the cover to your vehicle legally valid so you should read it together with your policy document. Please read the schedule carefully to check that it is accurate and meets your needs.

If any of the details in your schedule are wrong, please contact your intermediary who will correct any mistakes and give you a revised schedule.

Underwriters

The policy is underwritten (provided) by AmTrust International Underwriters Limited.

Cooling-off period

As long as we have not accepted any claims under this policy, you can cancel the cover in the first 14 days and get a full refund. After this cooling-off period, we will not pay any refund if you cancel the cover.

Important exclusions (items not covered)

The cost of any claim in the first 14 days of the policy. This does not include renewed policies, which will have cover from day one.

None of the parts outside the engine block or cylinder head are covered, and neither is the cost of a replacement timing belt, timing chain or tensioners.

None of the parts within the engine block or cylinder head are covered unless the damage has been caused directly by the failure of the timing belt or timing chain.

We will not make any payment if the vehicle has not had the timing belt checked or changed as recommended by the vehicle manufacturer.

If you have a claim

Call the claims number shown on your policy document and one of our claims technicians will be able to help you.

If you have a complaint

If you have a complaint about this insurance please write to the administrator at Warranty Administration Services Ltd, Otago House, Crofton Road, Lincoln LN3 4NL.

If you are not happy with their reply, you can contact the claims manager at AmTrust International Underwriters Limited and ask them to review your case. (This will not affect your right to take legal action if necessary.) Their address is in your policy document.

If you are not happy with the claim manager's reply you can ask the Financial Ombudsman Service to review your case. You will be given details about the ombudsman at the appropriate stage.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our liabilities you may be entitled to compensation from the FSCS. Further information is available from their website - www.fscs.org.uk.

Policy Document

Definitions

The following terms have the same meaning throughout this insurance.

Administrator means Warranty Administration Services Limited of Otago House, Crofton Road, Lincoln LN3 4NL.

Insurance means this policy document and the policy schedule.

Insured parts mean the engine block and cylinder head, or any mechanical or electrical part contained within the engine block or cylinder head that needs replacing as a direct result of the unexpected failure of the vehicle timing belt or timing chain.

Intermediary means the person or business that supplied this insurance to you.

Maximum claim limit is the maximum amount for parts and labour that you can claim. This limit is shown on the policy schedule.

Period of insurance means the length of time that this policy applies for, and is shown in the policy schedule.

Policy schedule means the schedule attached to, and forming part of, this policy and which gives details of this insurance.

Proposal means any information you have given us to support your application for insurance cover.

Servicing handbook means the handbook that the manufacturer issued with the vehicle when it was new. This handbook lists the servicing and maintenance that the manufacturer recommends for the vehicle.

Unexpected failure means the vehicle's timing belt or timing chain suddenly and unexpectedly snapping, stripping or jumping and causing damage to any insured parts.

Vehicle means the insured vehicle referred to in the policy schedule.

We, us, our means AmTrust International Underwriters Ltd, 123 Lower Baggot Street, Dublin 2, Ireland. Registration number: 169384.

You, your, yourself means the policyholder named in the policy schedule.

What is insured

We will pay towards the cost of repairing or replacing the insured parts on the vehicle, up to the maximum claim limit, following the sudden and unexpected failure of the timing belt or timing chain.

What is not insured

Any claim made as a result of your failure to have the timing belt checked and / or replaced as recommended by the manufacturer, or any claim caused by the failure to carry out repairs not covered by this insurance.

The cost of any work not part of a valid claim.

The cost of any claim in the first 14 days of the policy, unless it is a renewed policy which will have cover from day one.

Any repair or replacement, loss or damage or liability, which is covered by any other warranty, guarantee or goodwill settlement or repair, or any form of indirect loss, faulty design or faults which mean that the manufacturer needs to recall parts.

Any liability for death, bodily injury or damage to other property or to other parts of the insured vehicle, or any loss arising directly or indirectly from a claim.

Custom-built and mechanically or electrically modified vehicles, unless the work is done by a recognised professional or the manufacturer. Vehicles over 3500 kg gross vehicle weight (gvw), which means the total weight of the vehicle including the driver, passengers, fuel and any normal load. Vehicles used in any sort of competition, race or rally.

We do not accept any liability for indirect damage to, or caused by, parts not specifically listed in this document, neither do we accept liability for faults on the vehicle when you bought it or caused by previous repair or servicing of the covered vehicle. Also, we do not accept liability for you using the wrong grade or type of fuel or oil, or for faults found during routine maintenance or servicing.

Any third-party claims (claims from other people or organisations) for losses, bodily injury, or fire-damage claims or losses that are a direct result of impact damage (in other words, the covered vehicle hitting, or being hit by, another vehicle or object).

Conditions

Your vehicle will be covered under this policy only if the following conditions are met.

1 Servicing

You must look after the vehicle and have your timing belt checked and / or replaced as recommended by the manufacturer's servicing handbook. To prove this, you should make sure the garage fills in and stamps the handbook. You should also keep the invoices from services as you must provide proof of the timing belt being checked and / or changed if you make a claim.

2 Claims procedure

You must follow our correct claims procedure. If you do not, we may not pay your claim.

3 Repair authorisation

You must get an authorisation number from us before any repairs are started.

4 Investigation costs

You are responsible for giving the repairer permission to start work on the vehicle to find out what the fault is and for paying the costs involved if this work proves that we are not responsible for the fault. We will only pay any of these investigation costs if they are part of a valid claim.

5 Engineers

We may decide to ask an independent engineer to inspect your vehicle for us before we authorise any claim. If we do this, we are not responsible for any loss arising from any possible delay in repairing the vehicle. If you give the repairer permission to start the repairs without getting an authorisation number from us, we may not pay your claim because we will not be able to have the vehicle inspected before it is repaired.

Policy Document

6 Returning the premium

We cannot return any part of the premium if we have accepted a claim under the policy or if you sell the vehicle. If the vehicle is written off (too badly damaged to be repaired) due to an accident or it is stolen and not found within three months, **as long as we have not accepted a claim under the policy** we will refund to you a fair proportion of the premium we have received.

7 Transferring the policy

If you sell the vehicle privately, you will be able to transfer the policy to the new owner as long as you have paid the premium in full. A transfer fee of £5.00 will apply.

8 Duty to give us information

You should give us all the facts that may affect our decision to accept your proposal. If you are not sure whether you need to tell us something, you should tell us anyway. If you do not give us the correct information when you make your proposal, the policy may not be valid and we may consider your application fraudulent.

9 Fraud

If we find out that you have made a false claim, or if you or anyone acting on your behalf has given us false information to receive benefits under the policy, the cover will end and we will not refund any part of the premium.

10 Cancellation

We may cancel the policy by sending you 14 days' notice in writing by recorded delivery, to the last address we have on file for you. If we do this, we will refund a proportion of the premium for the time left to run on the policy. If, after buying this insurance policy from us, you decide that you do not want the policy after all, contact your intermediary within 14 days of receiving your policy schedule and they will cancel all cover. (This 14-day period is called the cooling-off period.) Your intermediary will refund any premium you have already paid.

11 English law

Unless we agree otherwise, this policy will be governed by the laws of England and Wales.

12 Compensation

If an insurance company goes into liquidation (in other words, stops trading) and cannot pay the money it owes you, the Financial Services Compensation Scheme will pay a percentage of the amount you are owed (normally at least 90% of your insurance benefit). There are limits on these payments and not all policyholders will be eligible for any benefit. For more details, please ask us.

Claims procedure

Arrange to have your vehicle taken to a garage of your choice.

If your timing belt or timing chain has failed and caused damage to the inside of the engine block or cylinder head, please make sure the garage calls the administrator's claims department on 0870 751 0543.

The administrator, Warranty Administration Services Limited, will need to know what caused the damage, how bad the damage is, the cost of the repairs, and the date of and mileage at your vehicle's last service.

Once we have checked and approved your claim, we will give the repairer an authorisation number to cover the cost of replacing the insured parts up to the maximum claim limit.

You will be responsible for paying the cost of any work over the maximum claim limit and the cost of replacing parts not covered by the policy.

If your repairer cannot invoice us direct for the authorised work, you may have to pay the repairer in full and ask us to refund the costs. To do this, please send the repairer's invoice to the administrators who will refund the agreed cost to you by first-class post on the day they receive your letter.

Complaints

If you have a complaint about any of our services, please let us know so that we have the opportunity to investigate the problem and put things right. You should first send your complaint to:

Managing Director
Warranty Administration Services Limited
Otago House
Crofton Road
Lincoln
LN3 4NL

If you are still not satisfied, we will refer your complaint to the claims manager at Amtrust International Underwriters Limited.

Investigation

A complaint handler will investigate your complaint. They will not have been directly involved in the issue you are complaining about.

Communication

1 If we need to ask you for more information, we will tell you why this is necessary.

2 If we need to take action to settle the problem, we will tell you what action we will take and keep you up to date with any developments.

3 We will give you a clear explanation, in writing, for our action. If we need to pay any amount we have authorised under the policy, we will do this quickly and this will not affect your complaint.

4 If you are still not satisfied after we have investigated your complaint, we will tell you what you can do to take the matter further. This may involve referring your complaint to the Financial Ombudsman Service.

Data Protection Act 1998

We will keep your personal information in line with the Data Protection Act 1998, and we will use your information for providing insurance and handling claims.