

## Policy Summary – AA Mechanical Breakdown Insurance – AXA Insurance UK plc

This policy summary does not contain full details and conditions of your insurance – these are located in your policy wording.

### **Type of Insurance and Cover**

Mechanical or Electrical Breakdown Insurance for private motor vehicles.

This Insurance provides cover for repair or replacement costs incurred as a result of Mechanical or Electrical Breakdown (as defined in the policy wording) of the components listed in the 'features and benefits' section below.

You are insured up to the single claim limit in respect of each claim and the aggregate claims limit as a total for all claims. The aggregate claims limit will be reduced by the cost of any claim during the term of the policy. These claim limits are stated within your policy wording.

### **Conditions**

- The insured vehicle must be serviced by a VAT registered repair outlet in accordance with the manufacturer's recommendations and service intervals. Proof of servicing (i.e. invoices) must be made available at the time of a claim.

*Please refer to the policy wording for full details of the Conditions. Failure to comply with them may jeopardise your claim or cover.*

### **Features and Benefits**

*For full details, please refer to the "INSURED PARTS" section of the policy.*

This insurance provides cover for the following components forming part of Your Vehicle:

- Engine, gearbox, clutch, axle, braking system, steering, front and rear suspension, fuel system, cooling system and electrical system.
- This policy will pay the cost of replacing working materials such as oil, filters, and antifreeze provided they are replaced as a direct result of a valid claim and they are requested at the time authorisation is sought.
- This policy also covers the Insured Vehicle against Mechanical or Electrical Breakdown of insured parts throughout the EU. *Please refer to the Continental Use section of the policy wording for full details.*

### **Significant or unusual Exclusions or Limitations**

*For full details, please refer to the "EXCLUSIONS" section of policy.*

Claims arising from the following are not covered under this insurance:

- Wear and tear
- Faults or breakdowns occurring or having been identified prior to this insurance commencing
- Use of the Insured Vehicle as a taxi or private hire, driving instruction or in any sort of competition, rallies or racing of any kind
- Road traffic accident
- Alteration or modification to the vehicle manufacturer's specification
- Damage recoverable under any other warranty or policy of insurance.

### **General Exclusions or Limitations:**

- Some makes/models of vehicles are excluded under this insurance. For information on which vehicles are excluded, please see the excluded vehicle list within the policy wording.
- The maximum amount we will pay is the single/aggregate claim limit of £1,000 (inclusive of VAT), as stated within the "LIMITS OF LIABILITY" section of the policy.
- Continental Use cover applies to Insured Vehicles abroad for no longer than 30 days in any 6 month period.
- Vehicle/component routine adjustments and calibration are excluded from this insurance.
- £25.00 excess applies – you will be responsible for the first £25.00 of any claim.

### **Duration**

The policy duration is for 6 months.

### **Cancellation period**

You are free to cancel this policy at anytime but no refund will be due.

### **Claim Notification**

*For full details of the claim notification process, please refer to the "HOW TO CLAIM" section of the policy.*

**Claims authorisation and advice helpline: 0870 242 2808.**

Call and message answering Monday to Friday 8am to 6pm, Saturday 9am to 5pm. Bank holidays 9am to 5pm (answerphone out of hours).

### **Making Yourself Heard**

Any complaint you may have should in the first instance be addressed to the Claims Department or helpline as applicable. If you are not satisfied with the way in which your complaint has been dealt with, you should write to the Head of Customer Care at AXA Insurance.

If the complaint is still not resolved, you can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action. Full details of addresses and contact numbers can be found within the policy wording.

### **Financial Services Compensation Scheme (FSCS)**

AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. Compensation under the scheme for:

- Compulsory insurance is covered in full.
- Non-compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold.

Full details are available at [www.FSCS.org.uk](http://www.FSCS.org.uk)

# AA Mechanical Breakdown Insurance

## DEFINITIONS

*"Insurer"* AXA Insurance UK plc. Registered office: AXA Insurance UK plc, 107 Cheapside, London, EC2V 6DU. Registered No: 78950 (England). AXA Insurance UK plc is 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](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

*"Administrator"* AA Warranty Services, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.

*"Claims Department"* The Administrator's Claims Department, AA Warranty Services, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.

*"Insured Customer"* The person who has accepted a loan from the AA and has registered their details for this insurance by use of the Warranty Voucher - referred to hereinafter as 'You' or 'Your'

*"Insured Vehicle"* The vehicle shown on this certificate of insurance.

*"Mechanical or Electrical Breakdown"* 'Mechanical or Electrical Breakdown' shall mean the unforeseen breaking or burning out (electrical) of any of the insured parts whilst in use due to a mechanical or electrical defect necessitating repair or replacement thereof to enable their function to be resumed.

Gradual deterioration or wear and tear of any component caused through the normal use or by the age of the Insured Vehicle is not covered. For example, this would include, but is not restricted to, gradual increase in oil consumption or gradual loss of engine compression requiring the repair or replacement of valves, valve guides or piston rings (unless enhancement pack is included).

*"Excess"* The amount You are required to pay as the first part of each and every claim made.

## THE BENEFITS

The Insurer will indemnify the Insured Customer against the reasonable costs of repairs to the Insured Vehicle following its Mechanical or Electrical Breakdown subject to the conditions and exclusions of this policy.

This policy is in addition to Your consumer rights in law.

## LIMITS OF LIABILITY

The single claim limit is £1,000 (inclusive of VAT) or the value of the Insured Vehicle; whichever is the lesser.

The aggregate claims limit for all claims during the term of the policy is £1,000 (inclusive of VAT) or the value of the Insured Vehicle; whichever is the lesser. £25.00 excess applies to this insurance.

## INSURED PARTS

The insured parts are as follows:

- 1. The engine***  
All parts are covered **other than** drive belts (cam belts are covered), cables, catalytic converters, exhaust systems, mountings and oil seals and gaskets.
- 2. The clutch***  
All parts are covered, including breakdown resulting from oil contamination, **other than** worn friction materials and worn surfaces.
- 3. The engine mountings***  
All parts are covered **other than** mountings, cables, adjustments and oil seals and gaskets .
- 4. The differential and drive line***  
All parts are covered **other than** mountings, rubber boots and gaiters, oil seals and gaskets
- 5. The braking system***  
All parts are covered **other than** worn friction materials, worn surfaces and seized components
- 6. The suspension***  
All parts are covered **other than** wheels and tyres.
- 7. The fuel system***  
All parts are covered **other than** hoses, pipes and filters. **Also excluded** are phasing or calibration, adjustments, internal blockage by contamination and failure to meet current emission legislation.
- 8. The steering***  
All parts are covered **other than** rubber boots, gaiters and drive belts.
- 9. The cooling system***  
All parts are covered **other than** drive belts, hoses and pipes, internal blockage, corrosion, contamination, impact damage and pressure caps.
- 10. The electrical system***  
All parts are covered **other than** in-car audio and entertainment systems and aerials, navigation systems, car phones, batteries, lamps, bulbs, fuses, faulty connections, trapped or chafed wiring.
- The heating and air conditioning system  
All parts are covered **other than** hoses, cables and pipes.
- The housings and castings  
Housings and Casings are covered when they have been damaged as a direct result of the failure of an insured part.

## Other parts that are not covered

All body parts, glass, non-glass windows, paint, upholstery, trim, cosmetic finishes and folding roofs. Any equipment which is not fitted as standard by the manufacturer at the time of production.

## Important note

The policy will pay the cost of replacing working materials such as oils, filters, antifreeze and refrigerants, provided they are replaced as a direct result of a valid claim and that they are requested at the time authorisation is sought.

## WHERE YOUR CAR IS COVERED

The Insured Vehicle is covered in England, Scotland, Wales, Isle of Man, Channel Islands and Northern Ireland.

## Continental use

This policy also covers the Insured Vehicle against Mechanical or Electrical Breakdown of insured parts throughout the EU, subject to the following conditions:

- The Insured Vehicle is abroad for no longer than 30 days in any 6 month period.

2. Cover is restricted to the usual cost of parts and/or labour in the UK.
3. You must authorise and pay for the repair work and claim reimbursement against a receipted invoice in accordance with the terms of the policy.

#### **EXCLUSIONS**

1. Use of the Insured Vehicle as a taxi or private hire, driving instruction or in any sort of competition, rallies or racing of any kind.
2. Any liability for bodily injury, death, or damage to other persons or other property or any consequential loss of whatsoever nature whether arising directly or indirectly from an incident giving rise to a claim under this policy or otherwise.
3. Any loss or damage due to any type of fraud, misuse or any act or omission by You which is wilful, unlawful or negligent.
4. Repairs required because of:
  - (a) Fire, riot, strikes, civil commotion or labour disturbances
  - (b) Frost, snow, ice, flood, freezing, corrosion or erosion and seizure of parts where no mechanical failure has occurred
  - (c) Use of incorrect fuel grade or contaminated fuel
  - (d) Faulty manufacture or design including a manufacturer's recall
  - (e) Alteration or modification to the manufacturer's specification
  - (f) Routine adjustments and calibration
  - (g) Road traffic accident
  - (h) Wear and tear
  - (i) Failures caused by the lack of oils or coolant through neglect and damage or contamination caused by the intrusion of foreign matter or damage deemed to be caused by continuing to drive the vehicle after a fault has occurred
5. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
6. Any loss directly or indirectly caused by or arising from any nuclear fuel/waste from the combustion of nuclear fuel.
7. Damage recoverable under any other warranty or policy of insurance.
8. Faults or breakdowns occurring or having been identified prior to this insurance commencing.
9. The VAT content of a claim will not be paid if You are VAT registered.
10. Any loss where the odometer has been tampered with, altered or disconnected by You or with Your knowledge.
11. The first £25.00 of any claim (inclusive of VAT).

#### **EXCLUDED VEHICLES**

The following vehicles are excluded from the scheme:-

Aston Martin, A.C, All Terrain Vehicles, Bentley, Bristol, BMW 6/7/8/M series/Alpina, Caterham, Chrysler Viper, Colman-Milne, De Tomaso Ferrari, Ford Cosworth, Ford Australia, Ginetta, Honda NSX and NSX-T, Lamborghini, Lister, Lotus, Marcos, Maserati, McLaren, Mitsubishi, 3000 GT, Morgan, Nissan 300 & 350 Skyline, Panther, Porsche (excluding 924 and 944), Rolls Royce, Tatra, TVR, Aixam, Ligier, Micro Car, Perodua, Smart, Ssangyong, Audi TT RS4 & 6, Marlin, Maybach, Subaru-Impreza, Sebring, Tata, Toyota Prius, Westfield, Quadbikes, North American imports, Vauxhall Monaro, all non-passenger cars, kit cars, commercial vehicles over 3.3 tonnes GVW, modified cars, personally imported vehicles from outside Europe, vehicles used for hire and reward (e.g. Taxis, private hire), driving school vehicles, replica cars, emergency vehicles and recovery vehicles

#### **CONDITIONS**

You must comply with the following conditions to have the full protection of Your policy. If You do not comply with them we may at our option cancel the policy, refuse to deal with Your claim or reduce the amount of any claim payment.

1. It is a condition of this policy that the Insured Vehicle must be serviced in accordance with the manufacturer's recommendations and service intervals, and proof of servicing (i.e. service invoices) must be made available at the time claims are made. Servicing must be carried out by a bona fide VAT registered repair outlet, preferably one that holds a franchise for the make of the Insured Vehicle. As the policyholder; it is Your responsibility to establish the Insured Vehicle's manufacturer's servicing requirements and to comply with them, including interim services and periodic cambelt replacement.
2. No repairs may start until authorised by the Claims Department except under the continental use extension.
3. The Insurer retains the right to examine and subject the displaced parts to expert assessment.
4. Any exploratory dismantling charges will only be paid for as part of a valid claim. It is Your responsibility to authorise dismantling and to pay the charges if the dismantling proves that the failure is not the responsibility of the Insurer.
5. You are free to choose the law applicable to this contract. Your policy will be governed by the law of England and Wales unless You and the Insurer have agreed otherwise.
6. The Insurers are entitled at their own expense to take proceedings in Your name to recover any payment made under this policy when the Insurers consider that there are rights of recovery against other parties and You must assist when reasonably required to do so. You must not make any payment or admission of liability without the Insurer's consent and the Insurer is entitled to take over and conduct in Your name any negotiations or legal action in connection with a claim under this policy.
7. You must not act in a fraudulent manner.

If You or anyone acting for You:

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by Your wilful act or with Your connivance

Then:

- We shall not pay the claim
- We shall not pay any other claim which has been or will be made under the policy
- We may at our option declare the policy void
- We shall be entitled to recover from You the amount of any claim already paid under the policy since the last renewal date
- We may inform the police of the circumstances

## CANCELLATION

We may cancel this policy by sending 14 days' notice to You by recorded delivery to Your last known address. If You have paid a premium for this policy and there has been no claim (or claim pending) during the current period of insurance, we will calculate the pro rata premium for the period You have been insured and refund any balance.

You may cancel this policy by sending 14 days' notice in writing to the Administrator by recorded delivery. If You have paid a premium for this policy and You cancel within the first 14 days of receipt of the policy, a pro rata refund will be made unless a claim has occurred. If You have paid a premium for this policy and You cancel at any other time, a return premium proportionate to 75% of the unexpired period of cover from inception to the expiry date of the policy will be allowed provided no claims have been made.

## HOW TO CLAIM

1. Arrange to take the Insured Vehicle to a VAT registered repair outlet or if you prefer call **0800 096 4216** for an AA recommended repairer
2. Make sure You have all Your servicing documents with You, and leave them with the repairer until the Insured Vehicle is repaired.
3. Ask the repairer to diagnose the fault(s) and estimate the cost of repairs. The repairer should then phone the Claims Department for authorisation to proceed.  
**Claims authorisation and advice helpline: 0870 242 2808. (Call and message answering Monday to Friday 8am to 6pm . Sat 9am to 5pm also Bank Holidays 9am to 5pm- answerphone out of hours).**

The Claims Department will need the following:

- (a) Your certificate of insurance number
- (b) Vehicle make, model and registration number
- (c) Invoice/job number
- (d) Current mileage
- (e) Description and costs of repair; detailing parts and labour charges
- (f) Service history details (i.e. service invoices)
- (g) You must sign the repair invoice before it is submitted to the Claims Department

Occasionally, the Claims Department may ask an independent engineer to assess the cause of the Mechanical or Electrical Breakdown and to check the necessary repairs before authorisation is given.

1. Permitted repairs will be authorised over the phone so that work can begin as quickly as possible. Whenever possible, repairers will be told to charge repair costs directly to the Administrator. On the rare occasions when this is not possible, You should send the receipted repair invoice signed by you displaying the authority number, and other requested documentation direct to the Claims Department.
2. You will be required to pay the Excess amount of £25.00 in respect of the first part of each and every claim.

## YOU AND YOUR RIGHTS

1. In the first instance, should You have a dispute over any matter concerning this policy, please write to the Claims and Risk Manager  
AA Warranty Services, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.
2. If You are not satisfied with a decision concerning a claim, You can then refer Your complaint directly to the Insurer at:  
Head of Customer Care, AXA Insurance, Civic Drive, Ipswich, IP1 2AN.
3. If the Insurer has given You their final response and You are still dissatisfied, You may refer Your case to the Financial Ombudsman Service (F.O.S.):  
Financial Ombudsman Service, Insurance Division, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone (0845) 080 1800 or Fax (020) 79641001.

The F.O.S. is an independent body that arbitrates on complaints. It will only consider complaints after the Insurer has provided You with written confirmation that their internal complaints procedure has been exhausted.

None of the above affects any right of legal action You may have.

## Financial Services Compensation Scheme (FSCS)

AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. Compensation under the scheme for:

- Compulsory insurance covered in full.
- Non-compulsory insurance protected in full for the first £2,000 and 90% of any amount above this threshold.

**Full details are available at [www.FSCS.org.uk](http://www.FSCS.org.uk)**