



MB&G INSURANCE

Catastrophe Cover

Mechanical Breakdown Insurance

VERSION CONTROL: 04/06/2025

1. Introduction

About Your Insurance

Welcome to **Your** Catastrophe Lifetime Warranty insurance **Policy**. Subject to the correct premium having been paid, This Insurance will contribute towards the cost of repairs required to **Your vehicle**, due to the unexpected **Breakdown** of the **components** listed under Section 3, occurring within the **period of insurance**, limited to the maximum **Claim Limit**.

Any **components** not specifically listed are not covered by this insurance and the cost of any such repairs will remain **Your** responsibility.

The premium is a monthly premium payable in advance by **You** for each consecutive month of cover under this insurance.

Important Note

Please take time to read the 'Important Information' section on pages 1-3 of this **Policy** Document. It tells **You** about things **You** need to check and actions **You** need to take. Information about the **Insurer's** right to change **Your** cover or **premium** is also shown here.

This insurance was arranged by MB&G Insurance Services Ltd who is also the **Policy Administrator** and handles claims under the **Policy** on **Our** behalf. MB&G Insurance Services Ltd is referred to as the **Administrator** in this **Policy** Document. Contact details are:

Mechanical **Breakdown** & General Insurance Services Ltd,
Cobalt Business Exchange, Cobalt Park Way, Newcastle NE28 9NZ
Tel : 0191 258 8110
Email: Motor@mbginsurance.com

This insurance was arranged and administered by MB&G Insurance Services Limited and is underwritten by Fortegra Insurance UK Limited.

MB&G Insurance Services Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference Number: 306978.

Fortegra Insurance UK Limited. Registered in England, No. 15182608. Registered Office: 20 Fenchurch Street, 5th Floor, London, England, EC3M 3BY. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 1007149.

Details about the extent of **Our** regulation by the Prudential Regulation Authority are available from **Us** on request. Annual reports on **Our** solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

You will be covered for one month from the **start date** and for each further consecutive monthly period for which **We** accept a **premium** from **You**, until one of the other events under section 7 and 8 of this **Policy** Document happens.

Some words and phrases in this **Policy** Document and on **Your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in bold type. They are all listed

and explained in the 'Definitions' section which can be found at the end of this **Policy** Document.

All insurance documents and all communications with **You** about this **Policy** will be in English.

Please contact the **Administrator** if **You** need any documents to be made available in braille and/or large print and/or in audio format.

How To Make A Claim

To make a claim, within 30 days of the incident which gives rise to the claim, please use the **Administrator's** website www.mbginsurance.co.uk which will allow **You** to navigate the claims process and submit **Your** claim online. Please be aware that before any work is undertaken the **Administrator** would require the following information to log a claim:

- Estimate from a repairer of **Your** choice with a **Breakdown** of costs for parts and labour
- Cause of the fault
- Images of the damaged/failed part (if possible)

Please be aware that once a claim is submitted this will be passed to **Our** experienced and qualified engineers to assess **Your** claim and they will get back to **You** in due course with an update. Please do not perform a repair as further information or an inspection may be required to validate **Your** claim.

Alternatively, **You** can contact the **Administrator** by phone on 0191 258 8110 (this is a basic rate number). Lines are open between 9 am and 5 pm Monday to Friday (excluding bank holidays). Alternatively, please send an email to Motor@mbginsurance.com or write to: Mechanical Breakdown & General Insurance Services Ltd, Cobalt Business Exchange, Cobalt Park Way, Newcastle, NE28 9NZ.

Please note that the **Administrator** will still require the same information as listed above to process **Your** claim and would actively encourage **You** send all the information through the **Administrator's** website, if possible, as this will allow **Your** claim to be reviewed as soon as possible with all information being present.

The Insurance Contract

This **Policy** Document and **Your Policy Schedule** are **Your** insurance documents and together they make up the contract between **You** and **Us**. It is important that **You** read this **Policy** Document carefully along with **Your Policy Schedule** so **You** can be sure of the cover provided and to check that it meets **Your** needs.

Signed by



Authorised signatory of MB&G Insurance Services Ltd
Cobalt Business Exchange Cobalt Park Way
Newcastle NE28 9NZ.

2. Important information

It is important that:

- **You** check **Your Policy Schedule** to ensure the details are correct and that the cover is as **You** requested;
- **You** check that **You** are eligible for this insurance (see 'Eligibility' below);

- If **You** have taken out this **Policy** as a private individual, **You** check the information **You** have given **Us** is accurate (see 'Disclosure of Important Information' on page 2);
- If **You** have taken out this **Policy** as a sole trader, a partnership or a limited company wholly or mainly for purposes relating to **Your** business, trade or profession, **You** are aware of **Your** duty of fair presentation (see '**Your** Duty of Disclosure' on page 2);
- **You** notify the **Administrator** as soon as possible of any inaccuracies on **Your Policy Schedule**, or if **You** are not eligible for the insurance; and
- **You** comply with any duties detailed under each section of the **Policy** Document and under the insurance as a whole.

Conditions

There are conditions which relate to making a claim under this insurance, and these can be found in the 'How To Make A Claim' section on page 5 of this **Policy** Document. If **You** do not meet these conditions, **We** may reject a claim payment, or a claim payment could be reduced.

Information You give Us

Eligibility

1. If **You** are a private individual or a sole trader, **You** will be eligible for this insurance cover if **You**:
 - a. are at least 18 years of age at the **start date**;
 - b. are resident in the United Kingdom, the Channel Islands or the Isle of Man on the **start date** and remain so throughout the period during which **You** are insured under this **Policy**;
2. If **You** are a partnership, limited company or other legal entity, **You** will be eligible for this insurance cover if **You**:
 - a. Are permanently situated, and in the case of a limited company registered, in the United Kingdom, the Channel Islands or the Isle of Man on the start date;
3. **Vehicle** - This Insurance is available for passenger cars, vans, and light commercial **vehicles** up to 3,500kg GVW that are registered within the **geographical limits** as shown on the **Policy Schedule**. This Insurance does not cover **vehicles** that:
 - Are over 15 years of age or have completed more than 150,000 miles;
 - Are used for hire or reward (e.g. taxi or driving tuition);
 - Are used for courier services, haulage or transportation of goods.
 - Have been previously recorded as an insurance total loss;
 - Have been modified from the manufacturer's specification (unless agreed by **Us**);
 - Are used for road-racing, rallying, or any other competitive event;
 - Are not maintained in accordance with manufacturer's instructions including servicing.

We will not provide any cover if **You** do not meet these eligibility requirements. Please contact the **Administrator** as soon as possible if **You** are not eligible for this insurance, if a change in circumstances mean that **You** are no longer meeting these eligibility requirements, or if **You** have any queries. Their contact details are on page 8 of this **Policy** Document. Examples of relevant changes in circumstances could be change of address, change of name or change of **vehicle**. This list is not exhaustive.

Disclosure of important information

PLEASE NOTE

This applies if **You** are a private individual who is taking out this insurance contract wholly or mainly for purposes unrelated to **Your** business, trade or profession.

In deciding to accept this insurance and in setting the terms and **premium**, **We** have relied on the information **You** have given **Us**, via the **Administrator**. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out or make changes to **Your Policy**. If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your Policy** and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the **premium**, or
- the extent of the cover may be affected.

If **You** become aware that any information **You** have given is incomplete or inaccurate, please contact the **Administrator** as soon as possible. Their contact details are on page 8 of this **Policy** Document.

Your Duty Of Disclosure

PLEASE NOTE

This applies if **You** are a sole trader, a partnership or a limited company taking out this insurance contract wholly or mainly for purposes relating to **Your** business, trade or profession.

Under the Insurance Act 2015, **You** have a duty to make a fair presentation of the risk to **Us** before this **Policy** starts and when **You** make any amendment(s) to **Your** cover. This means **You** must:

- disclose all material facts which **You** know or ought to know.
- make the disclosure in a reasonably clear and accessible way.
- ensure that every material representation of fact is substantially correct, and made in good faith.

A 'material fact' is information that would influence **Our** decision as to whether to insure **You** and if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following:

If **You** are an individual (such as a sole trader or an individual partner): What is known to **You** and anybody who is responsible for arranging this insurance; or

If **You** are not an individual (such as a limited company or a partnership): What is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised), or anybody who is responsible for arranging this insurance;

What should reasonably be revealed by a reasonable search of information available to **You**. The information may be held within **Your** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the insurance is intended to insure subsidiaries, affiliates or other parties, **You** are expected to

have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If **You** breach **Your** duty to make a fair presentation of the risk to **Us**, then:

- Where the breach was deliberate or reckless, **We** may avoid this **Policy** and refuse all claims, and keep all **premiums** paid;
- Where the breach was neither deliberate nor reckless, and but for the breach:

We would not have agreed to provide cover under this **Policy** on any terms, **We** may avoid this **Policy** and refuse all claims, but will return any premiums paid; **We** would have agreed to provide cover under this **Policy** but on different terms (other than **premium** terms), **We** may require that this **Policy** includes such different terms with effect from its commencement, and/or **We** would have agreed to provide cover under this **Policy** but would have charged a higher **premium**, **Our** liability for any loss amount payable shall be limited to the proportion that the **premium** **We** charged bears to the higher **premium** **We** would have charged. For example, if due to a breach of fair presentation **We** charged a **premium** of £10.00 per month, but **We** should have charged £20.00 per month, for a claim submitted and agreed at a settlement value of £5,000 **You** will only be paid £2,500.

Our Right To Change The Cover Or Price

We will give **You** at least 2 months written notice if **We** decide, or need, to change **Your Policy** cover or the price of **Your** insurance. Notice of the change will be sent to **Your** last known address.

We will only change **Your premium** and/or the terms and conditions of **Your Policy** for the following reasons:

- To make minor changes to **Your Policy** wording that do not affect the nature of the cover and benefit provided such as changes to make the **Policy** easier to understand;
- To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting **Us** or **Your Policy**;
- To reflect changes to taxation applicable to **Your Policy** (including, but not limited to, insurance premium tax);
- To reflect increases or reductions in the cost (or projected cost) of providing **Your** insurance, including, but not limited to, increases or decreases caused by changes to the cost of claims which **We**, as part of **Our** pricing **Policy**, have assumed or projected will be made under this insurance;
- To cover the cost of any changes to the cover/benefits provided under this insurance including, but not limited to, the removal of one or more **Policy** exclusion(s); or
- To cover the cost of changes to the systems, services or technology in support of this insurance.
- Once **We** have made an alteration, no further changes will be made to the terms and conditions or the **premium** for **Your Policy** for at least 6 months—unless **We** are obliged to do so by law, regulation or any code of practice or industry guidance.
- **We** can make changes immediately and advise **You** within 30 days of the change having been made if the change is favourable to **You**. A favourable change could

include, but is not restricted to, a reduction in the rate of Insurance Premium Tax, a general reduction in the price of **Your Policy** or an improvement to the cover and benefits.

- Upon receiving notice of any changes or proposed changes, **You** may cancel cover if **You** are unhappy with the change or proposed change.

Transferring Your Policy

You cannot assign this **Policy** to anyone else, and the **Policy** will end on the date **Your vehicle** is sold by **You** to another party.

3. What is covered

All mechanical and electrical **components** of the **vehicle** that were manufacturer's original fitments except those listed below.

- Those regarded as service items or **components** which are expected to require periodic replacements.
- Timing Belt is covered if the timing belt has been changed in accordance with the time/mileage requirements specified by the manufacturer (proof required). Damage subsequently caused if timing belt has not been changed as specified by manufacturer is specifically excluded.
- Wheels and tyres, spark plugs, wiper blades and arms, auxiliary drive belts, pipes and hoses, exhaust system including catalytic converters, brake shoes, pads and discs, batteries, lamps and bulbs, fuses, wiring connections and looms, audio equipment, radio aerial masts and motors, bodywork, paintwork, all weather-strip and seals, water ingress, door locks, handles, hinges, check straps, all glass including heater elements, trim, upholstery including seat runners and seat adjustment mechanisms cosmetic finishers, general oil leaks or the adjustment of any **component**.

Important

No claim will be rejected on the grounds of **wear and tear** where the **vehicle** has covered less than 60,000 miles and is under 5 years old at the time of the claim.

Labour And Parts Cost

Labour times that can be claimed under this Insurance will be in accordance with the time given in **Glass's ICME Manual** and in line with the reasonable rates charged by the agreed repairers unless otherwise agreed beforehand. The **Administrator** may ask the repairer to use guaranteed exchange units or factor parts when repairing **Your vehicle**.

Any costs the **Administrator** agree will be based on the prices for these parts.

Compensation And Costs

This insurance is a contract of compensation which means that if the repairs to **Your vehicle** result in the condition of **Your vehicle** being better than immediately prior to the **Breakdown**, **You** may be asked to pay a contribution towards the costs.

4. What is not covered

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

1. Any claim occurring within the 28 day **waiting period**, except where **You** have purchased this insurance within one month of the original manufacturer's warranty expiring.
2. **Components** other than those specifically listed in the section headed 'What is covered'.
3. General maintenance or serviceable items including adjustments, the cleaning of **components** or diagnostic charges except where this forms part of a valid claim under this Insurance.
4. **Wear and tear** where the **vehicle** is over 5 years old and has covered more than 60,000 miles.
5. Damage caused by impact or accident, overheating, freezing, corrosion, or the intrusion of harmful substances (for example the ingress of water), use of an incorrect grade of fuel or oil, or lack of antifreeze, lubrication, or servicing.
6. Improper use of the **vehicle**, neglect, or abuse of any kind, or drive on damage after a fault has occurred.
7. Pre-existing faults that were on the **vehicle** at the time of purchase or caused by inadequate servicing or as a result of faulty workmanship.
8. Damage to **components** not covered by this insurance, or any resultant losses, third party claims, bodily injury, road hazard, fire damage or any other losses beyond the actual scope of cover.
9. Claims 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**.
10. Any claim if the odometer has been altered or disconnected inoperative resulting in the misrepresentation of the **vehicle's** actual mileage at the date of purchase by **You**.
11. Any repairs not authorised by **Us** prior to the repair work being carried out or any costs other than those specifically agreed and authorised by **Us**.
12. Any **Claims Excess** payable under this **Policy**.
13. Any amount that is recoverable upon the occurrence of an insured event at no expense to **Your** customer under any guarantee, warranty, maintenance, and rental hire or lease agreement.
14. Any liability for death or bodily injury or damage to any person, damage to property or any other losses or expenses arising from the event that results in the total loss of the **vehicle**.
15. Loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - i. the use of or inability to use any application, software or programme;
 - ii. any computer virus;
 - iii. any computer related hoax relating to i. and/or ii. above.
16. Any claim arising directly or indirectly from:
 - a. War or acts of terrorism
 - b. **You** engaging in **Active War**
 - c. Nuclear risks

5. Insurance Conditions

Your Responsibility

1. This **Policy**, together with any written statement or other information made or supplied by **You** relating to insurability, shall constitute the entire contract between

- Us**. The provisions of the contract are, where their nature permits, conditions precedent to **Our** liability.
2. **You** cannot assign or change the **Policy** in any manner whatsoever.
3. When **Your** cover under this **Policy** ends it will not have a cash or surrender value.
4. Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.
5. To improve the quality of **Our** service, **We** will be monitoring and recording all telephone calls made to **Our Administrator**, MB&G Insurance Services Limited.
6. The **Insurer** share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **You** have supplied relevant to this insurance cover and on a claim form, together with other information relating to the claim, will be provided to the Register.
7. **Our** liability under this **Policy** will be binding for the **period of Insurance** shown on the **Policy Schedule**. Cover commences 28 days after the date of first purchase of this **Policy**.
8. The **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 21 days or 500 miles (whichever is less) shall be permitted as a run-over on the due date of service intervals. **You** shall not continue to use the **vehicle** following a **Breakdown** where use may cause further damage to the **vehicle**.
9. All benefits under this **Policy** shall be forfeited and the **Insurer** and **Administrator** shall be released from all obligations to **You** if the conditions and 'How to make a 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**.
10. If at any time this insurance which **We** arranged for **You** is subsequently cancelled by the **Insurer**, **We** may arrange and enter in to a new contract with another **Insurer** ("**New Policy**"), acting as **Your** agent on **Your** behalf. **We** will give **You** advance notice of any changes to the terms of the **New Policy**. This clause can apply to more than one **New Policy**. **You** may at any time cancel the authority contained in this clause by giving **Us** written notice, although **Your** notice will not affect **New Policies** entered into before **We** receive **Your** notice.
11. This insurance is an addition to **Your** legal rights under the Sale of Goods Act if **Your vehicle** is found to be unfit for use or not of satisfactory quality.
12. This insurance does not entitle **You** to **Breakdown Assistance/ Rescue** services.
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. 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.
15. 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.

Other Insurance

If, at the time of a valid claim under this **Policy**, there is another insurance **Policy** in force which covers **You** for the same loss or expense, **We** may seek a recovery of some or all of **Our** costs from the other **Insurer**. **You** must give **Us** any help or information **We** may need to assist **Us** with **Our** loss recoveries.

Subrogation

We may, at **Our** discretion, take any steps at **Our** cost in **Your** name against any person or entity to recover any money paid in settlement of **Your** claim. **You** must give **Us** all the assistance that is necessary.

Fraudulent claims or misleading information

We take a robust approach to fraud prevention in order to keep premium rates down so that **You** do not have to pay for other people's dishonesty. If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- Not pay **Your** claim; and
- Recover (from **You**) any payments **We** have already made in respect of that claim; and
- Terminate **Your** insurance from the time of the fraudulent act;
- Inform the police of the fraudulent act.

If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

6. How To Make A Claim

To make a claim, within 30 days of the incident which gives rise to the claim, please use the **Administrator's** website www.mbginsurance.co.uk which will allow **You** to navigate the claims process and submit **Your** claim online. Please be aware that before any work is undertaken **We** would require the following information to log a claim:

- Estimate from a repairer of **Your** choice with a **Breakdown** of costs for parts and labour
- Cause of the fault
- Images of the damaged/failed part (if possible)

Please be aware that once a claim is submitted this will be passed to **Our** experienced and qualified engineers to assess **Your** claim and they will get back to **You** in due course with an update. Please do not perform a repair as further information or an inspection may be required to validate **Your** claim.

Alternatively, **You** can contact **Us** by phone on 0191 258 8110 (this is a basic rate number). Lines are open between 9 am and 5 pm Monday to Friday (excluding bank holidays).

Alternatively, please send an email to Motor@mbginsurance.com or visit www.mbginsurance.co.uk/claims

or write to: Mechanical **Breakdown** & General Insurance Services Ltd, Cobalt Business Exchange, Cobalt Park Way, Newcastle, NE28 9NZ.

Please note that the **Administrator** will still require the same information as listed above to process **Your** claim and would actively encourage **You** send all the information through the **Administrator's** website, if possible, as this will allow **Your** claim to be reviewed as soon as possible with all information being present.

Please Note

You will need to take **Your vehicle** to a repairer. The **Administrator** has a nationwide network of nominated repairers who are familiar with **Our** claims and billing procedures. The **Administrator** recommends these repairers wherever possible. If a suitable nominated repairer cannot be located, the **Administrator** will agree with **You** a local alternative.

Take **Your vehicle** to the repairer and give them **Your** permission to investigate the fault and find the cause of the failure. The garage should then email the **Administrator** at Motor@mbginsurance.com to discuss their findings. They must not carry out repairs until the **Administrator** has given permission to do so by issuing an authority number.

Investigation

You must authorise any dismantling of component(s) for inspection, and **You** will be responsible for the cost incurred if the claim is not covered by this Insurance. The **Insurer** will only pay for dismantling costs as part of a valid claim.

Assessing Your Claim

The **Administrator** or the **Insurer** may require an independent opinion of **Your** claim. **We** reserve the right to use an independent consulting engineer to inspect **Your Vehicle**, the failed components and service history before **We** authorise a claim. Whilst **We** will make every effort to ensure this happens with the least delay and inconvenience to **You**, the **Administrator** and the **Insurer** shall not be liable for any losses **You** incur through any delay outside **Our** control.

Not all the cost of the repair will always be covered by **this insurance**. Additional repair costs and those not covered by **this insurance** must be paid for by **You**.

On Completion

Wherever possible, the **Administrator** will pay the repairer directly up to the amount authorised. **You** must make arrangements to cover any costs not covered by **This Insurance**. If **You** are VAT registered, **We** will not pay the VAT element of **Your** claim. **You** or the repairer must email the **Administrator** the original, fully detailed and itemised invoice and any service proof that has been requested. Please email all invoices to invoice@mbginsurance.com

Please make sure that **You** clearly mark on the invoice, to whom **We** should make payment. Photocopies of invoices will not be accepted. The **Administrator** will only pay the amount authorised for the claim.

7. When cover under the Policy ends

This **Policy** will end on the earliest of the following dates

- When the **period of Insurance** shown on **Your Policy Schedule** has expired.
- The date on which **We** advise **You** that **Your** insurance cover is terminated under Section 8.
- The date the **vehicle** is sold by **You** to another party.
- The date on which **You** do not pay any premium when it becomes due. If this happens, **You** will be contacted requesting payment within 14 days. If **We** do not receive payment within this period, **You** will be written to again notifying **You** that **Your Policy** will be cancelled.

8. Cancellation of the Policy

Your cancellation rights

You can cancel **Your Policy** within 30 days of the **start date** or, if later, within 30 days of the date **You** receive this **Policy** Document. **We** will refund any premiums **You** have paid as long as **You** have not made a claim and do not intend to make a claim.

You can also cancel **Your Policy** at any other time. There will be no refund of **premium** because **You** will only have paid for the cover **You** have already received.

Please contact the **Administrator** if **You** wish to cancel **Your Policy**. Please call 0191 258 8100.

The Insurer's cancellation rights

We reserve the right to cancel this **Policy** immediately if **You** commit fraud. If **We** cancel **Your Policy**, **We** will do so in writing to the most recent address **We** have for **You**.

If there is a change to the risk which means that **We** can no longer provide **You** with insurance cover, or if **You** display threatening or abusive behaviour towards **Us** or the **Administrator**, **We** will give 60 days' notice, in writing to the most recent address that **We** have for **You**, that **Your Policy** will be cancelled.

9. Complaints Procedure

If **You** wish to make a complaint about the conduct of the sale of this **Policy**, including any information provided as part of the sale, please contact the **Policy Retailer**.

The **Administrator** handles all other complaints relating to this **Policy** on **Our** behalf. If **You** wish to make a complaint, please do so:

- by telephone on (0191) 259 6378; or
- by email at CVT@mbginsurance.com; or
- by writing to MB&G Insurance Services Limited, Cobalt Business Centre, Cobalt Park Way, Newcastle, NE28 9NZ

The **Administrator** will acknowledge **Your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the **Administrator** will advise **You** of **Your** rights to

refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT

The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

10. Legal, regulatory & other information

Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Insurance UK Limited cannot meet its liabilities under this **Policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk. The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-Us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-Us/.

Applicable Law

This **Policy** shall be subject to the law of England and Wales, unless **We** and **You** agree otherwise.

Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit, where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Misinformation

When applying for insurance, varying **Your** cover, 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 payment of **Your** claim.

Privacy & Data Protection Notice

Data Protection

Fortegra Insurance UK Limited (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data.

How We Use Your Personal Data

We may use the personal data We hold about You for the purposes of performing Your contract of insurance, this includes providing insurance that You request of Us and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. We may collect and use special categories of data from You for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) of the Data Protection Act 2018. We may also use Your data to safeguard against fraud and money laundering and to meet Our general legal and regulatory obligations.

Disclosure of Your Personal Data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include Our group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer Your personal data to destinations outside of the UK or the European Economic Area ("EEA"). Where We transfer Your personal data outside of the UK or EEA, We will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of Your data, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention Policy. In most cases the retention period will be for a period of ten (10) years following the expiration of the Policy, or Our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You require more information or have any questions concerning Our use of Your personal data, Our full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>.

Alternatively, please contact The Data Protection Officer, Fortegra Insurance UK Limited, 20 Fenchurch Street, 5th Floor, London, England EC3M 3BY or via email at dpofficer@fortegra.eu.

11. Definitions

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

Active War

Your active participation in a war where You are deemed under English Law to be under instruction from or employed by the armed forces of any country.

Administrator

MB&G Insurance Services Limited, Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ, United Kingdom. MB&G Insurance Services Limited are an insurance intermediary who are authorised and regulated by the Financial Conduct Authority under registration number 306978. Details of the extent of MB&G Insurance Services Limited's regulation by the Financial Conduct Authority are available from MB&G Insurance Services Limited on request. Registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial Services Register.

Breakdown(s)

The internal failure which is hereby defined as the actual and sudden mechanical failure or Breakdown of a component 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.

Claims Excess

The first amount of each claim payable by You as detailed on Your Policy Schedule.

Claim Limit

The maximum amount that can be claimed under the Policy for each Mechanical Breakdown is £3,000.00 inc VAT. The total amount claimable during the Period of Insurance is restricted to the market value of the vehicle on the date of purchase of Your Policy.

Component(s)

Any mechanical, electrical or electronic components which form part of the vehicle manufacturer's original specification, detailed as covered in the section headed 'What is covered'.

Consequential Loss

You are not covered for any costs that are directly or indirectly caused by the event which led to Your claim unless specifically stated in Your Policy Schedule.

End Date

The date this insurance cover ends, in accordance with Section 7 of this Policy Document.

Geographical Limits

The area in which this Insurance is effective, this being Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands and the Isle of Man. Cover also applies to mainland Europe excluding Ukraine, Russia, Belarus and Georgia for a maximum of 60 days in any 12-month period.

Glass's Guide

An independent Vehicle value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing values relating to vehicles. Their retail transacted value is based on the typical sale price achieved by a retail dealer.

Glass's ICME Manual

The annually updated repair times guide published by Glass's, used by the Institute of Automotive Engineer Assessors as the recognised industry source for mechanical and electrical repair times information.

Home

The address detailed on **Your Policy Schedule**.

Insured/Your/Your

Either: means a private individual or a sole trader who fulfils the eligibility requirements under 'Eligibility' of this **Policy Document** and whose name appears as the insured on the **Policy Schedule**, or A partnership which, in the name of at least one partner, appears as the insured on the **Policy Schedule**, providing the partner is at least 18 years of age at the start date, and the partnership fulfils the eligibility requirements under 'Eligibility' of this **Policy Document**, or A limited company or other legal entity which is eligible for cover under 'Eligibility' of this **Policy document** and whose name appears as the insured on the **Policy Schedule**.

Insurer/We/Our/Us

Fortegra Insurance UK Limited. Registered in England, No. 15182608. Registered Office: 20 Fenchurch Street, 5th Floor, London, England, EC3M 3BY. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 1007149.

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

Market value

The retail value of the **Vehicle** shown in the current **Glass's guide** or other similar industry approved retail value guide.

Nuclear Risks

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive.

Period of Insurance

A period of one month from the **Policy start date** as shown on the **Policy Schedule** and for each subsequent month for which a **premium** has been paid, until the **end date**.

Policy Schedule

The document issued to **You** with this **Policy Document** containing **Your** personal information, details of **Your vehicle**, **Claims Excess**, **claims limit** and other specific details of **Your** insurance cover.

Policy Retailer

The company that arranged the sale of this insurance for **You**.

Premium

The monthly **premium** that **You** have agreed to pay **Us** in respect of insurance cover under this **Policy**. Each payment of **premium** by **You** entitles **You** to one calendar month of Insurance cover.

Start Date

The date the insurance cover commences as shown on **Your Policy Schedule**.

Terrorism

An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Vehicle

The eligible **vehicle** specified on **Your Policy Schedule**.

Waiting Period

The first 28 days following the **Policy start date** during which time no claim will be accepted. Where **You** have purchased this insurance within one month of the original manufacturer's warranty expiring, the **waiting period** does not apply.

War

Means:

- a. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b. Any act of **terrorism**, or
- c. Any act of war or **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

Wear and Tear

The gradual deterioration associated with normal use and age of the **vehicle** and its **components**.

MB&G INSURANCE

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NE28 9NZ Financial Conduct Authority reference No. 306978