Catastrophe Cover

Mechanical Breakdown Insurance
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 3-5 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

T 0191 258 8199
E claims@mbginsurance.com

The insurer (referred to as “we”, “us” or “our” in this Policy Document) is a Consortium of Lloyd’s syndicates managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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 our 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 us by phone on 0191 259 6378 (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 claims@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 to send all the information through our 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.

This Policy Document and your Policy Schedule are issued to you by MB&G Insurance Services Ltd. in its capacity as our agent under contract reference B1927/EW025. In exchange for your paying the premium amount referenced on your Policy Schedule, you are insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of your policy.

Signed by [Signature]

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 4);
• 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 4);
• 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 6 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 wholly or mainly for purposes relating to a business, trade or profession, you are aware of your duty of fair presentation;
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.
If you do not meet these eligibility requirements, please contact the administrator as soon as possible. If you are not eligible for this insurance, we may revise the premium, or the extent of the cover may be affected. 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 10 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:

1. 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;

2. 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 aerials, masts and motors, bodywork, paintwork, all weatherstrip 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 or 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. Any loss, damage, liability, cost or expense caused by malicious or non-malicious use of any application, process, software, code or programme, including computer virus (or any computer related hoax).
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 unless you have purchased and received a separate ‘Roadside Assistance policy’.
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 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; and
- 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 259 6378 (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 claims@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 will actively encourage you to 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 claims@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. Their contact details are on page 2 of this Policy Document.

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. How To Make A Complaint

Our aim is to provide you with a high quality service at all times, although we do appreciate that there may be instances where you feel it is necessary to lodge a complaint.

Private Individuals

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.

If you do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should you wish to direct your complaint directly to Lloyd's in the first instance, you may do so by using the contact information referenced in Step 2 below.

Step 1

In the first instance, please direct your complaint to the administrator:

Mechanical Breakdown & General Insurance Services Ltd
Cobalt Business Exchange
Cobalt Park Way
Newcastle, NE28 9NZ

T 0191 259 6378
E claims@mbginsurance.com

Step 2

Should you remain dissatisfied with the outcome of your complaint from the administrator, your legal rights are not affected and you may refer your complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's Fidencia House Walter Burke Way Chatham Maritime Kent ME4 4RN

T +44(0)20 7327 5693
E complaints@lloyds.com
W www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet 'Your Complaint – How We Can Help', which is available at the website address above. Alternatively, you may ask Lloyd's for a hard copy.

Step 3

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to an alternative dispute resolution (ADR) body.

If you live in the United Kingdom or the Isle of Man, the contact information is:

Financial Ombudsman Service Exchange Tower
London E14 9SR

T 0800 0234 567
Calls to this number are free on mobile phones and landlines

T 0300 1239 123
Calls to this number cost no more than calls to 01 and 02 numbers

E complaint.info@financial-ombudsman.org.uk
W www.financial-ombudsman.org.uk

If you live in the Channel Islands, the contact information is: Channel Islands Financial Ombudsman

PO Box 114,
Jersey Channel Islands
JE4 9QG

T +44 (0)1534 748610 Jersey
T +44 (0)1481 722218 Guernsey
T +44 1534 748610 International
F +44 1534 747629
E enquiries@ci-fo.org
W www.ci-fo.org

Alternatively, if you live in the UK and if you purchased your insurance online*, please note that you can, if you wish, also submit your complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Economic Area (EEA), who have bought goods or services online, get their complaint resolved. You can access the ODR Platform by clicking on the following link: http://ec.europa.eu/consumers/odr/

This does not affect your right to submit your complaint following the process above. Please note that under current rules the European Commission will ultimately redirect your complaint to the relevant ADR body detailed above.

*Sole traders, partnerships & limited companies

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.

If you do wish to complain, in the first instance, please direct your complaint to the administrator:

Mechanical Breakdown & General Insurance Services Ltd
Cobalt Business Exchange
Cobalt Park Way
Newcastle NE28 9NZ

T 0191 259 6378
E claims@mbginsurance.com
Should you remain dissatisfied with the outcome of your complaint from the administrator, your legal rights are not affected and it may be possible in certain circumstances to refer your complaint to Lloyd’s. Lloyd’s contact information is:

Complaints at Lloyd’s Fidentia House Walter Burke Way Chatham Maritime Kent ME4 4RN

T +44 (0)20 7327 5693
E complaints@lloyds.com
W www.lloyds.com/complaints

Details of Lloyd’s complaints procedure are set out in a leaflet ‘Your Complaint – How We Can Help’, which is available at the website address above. Alternatively, you may ask Lloyd’s for a hard copy.

If you remain dissatisfied after Lloyd’s has considered your complaint, you may have the right to refer your complaint to an alternative dispute resolution (ADR) body.

If you live or are permanently situated in the United Kingdom or the Isle of Man, the contact information is:

Financial Ombudsman Service Exchange Tower
London E14 9SR

T 0800 0214 567
Calls to this number are free on mobile phones and landlines

T 0300 1239 123
Calls to this number cost no more than calls to 01 and 02 numbers

E complaint.info@financial-ombudsman.org.uk
W www.financial-ombudsman.org.uk

If you live or are permanently situated in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114,
Jersey, Channel Islands
JE4 9QG

T +44 (0)1534 748610 Jersey
T +44 (0)1461 722218 Guernsey
T +44 1534 748610 International
F +44 1534 747629
E enquiries@ci-fo.org
W www.ci-fo.org

10. Legal, Regulatory & Other Information

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligation to you under this contract. Further information can be obtained from:

Financial Services Compensation Scheme
PO Box 300
Micheldean GL17 1DY
T 0800 678 1100 Freephone, or 020 7741 4100
W www.fscs.org.uk

Data Protection Notice

We and the administrator are the data controller(s) (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process your personal information.

For full details of what data we collect about you, how we use it, who we share it with, how long we keep it and your rights relating to your personal data, please refer to our Privacy Notice which is available on our website www.canopius.com.

If you do not have access to the Internet, please write to the Group Data Protection Officer (address below) with your address and a copy will be sent to you in the post.

In Summary

We and the administrator may, as part of our agreement with you under this contract, collect personal information about you, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

We and the administrator collect and process your personal information for the purpose of insurance and claims administration. All phone calls may be monitored and recorded, and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to us or which process information on our behalf (for example, premium collection and claims validation, or for communication purposes related to your cover). We will ensure that they keep your information secure and do not use it for purposes other than those that we have specified in our Privacy Notice.

Some third parties that process your data on our behalf may do so outside of the European Economic Area (EEA). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We and the administrator will keep your personal information only for as long as we believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We and the administrator will share your information if we are required to by law. We may share your information with enforcement authorities if they ask us to, or with a third party in the context of actual or threatened legal proceedings, provided we can do so without breaching data protection laws.
If you have any concerns about how your personal data is being collected and processed, or wish to exercise any of your rights detailed in our Privacy Notice, please contact:
Group Data Protection Officer Canopius Managing Agents Limited
Gallery 9
One Lime Street
London
EC3M 7HA UK
T + 44 20 7337 3700
E privacy@canopius.com

Law & Jurisdiction
This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Sanctions
We shall not provide any benefit under this contract of insurance 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.

Several Liability
The subscribing Insurers’ obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

Rights of Third Parties
A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For your information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

The Insurer
This insurance is underwritten by a Consortium of Lloyd’s syndicates managed by Canopius Managing Agents Limited. Registered Office: Canopius Managing Agents Limited, Gallery 9, One Lime Street, London EC3M 7HA. Registered in England no. 01514453.

Regulatory Details
Canopius Managing Agents Limited. Is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference 204847

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

11. Definitions
The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear with a capital letter:

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
Mechanical Breakdown & General Insurance Services Limited (MB&G), Cobalt Business Exchange, Cobalt Park Way, Newcastle upon Tyne, NE28 9NZ.

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/You/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
A consortium of Lloyd’s syndicates managed by Canopius Managing Agents Limited.

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.

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.