

M O M E N T U M
C A R E



PLEASE SCAN ME

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WELCOME

We pride ourselves in providing an outstanding level of service and are delighted to welcome **you** as a customer. **Your** policy provides details of the terms and conditions that apply to **your** policy, the cover it provides and details of what is excluded, please read **your** policy document and the policy **schedule** issued to **you** carefully.

Your policy has been designed to assist **you** with the unexpected **cost of repair** should **your vehicle** suffer a **mechanical / electrical failure** of a listed component during the **period of insurance**. The level of assistance we provide will depend on the **claim limit**, the **hourly labour rate** and the **component coverage** recorded on **your** policy **schedule**.

As the **vehicle** gets older and the mileage covered increases the components fitted to the **vehicle** will be subject to **wear and tear**. Faults occurring due to **wear and tear** are not classed as a **mechanical / electrical failure** and are not covered under Plan 1 and Plan 2. However, components covered by Plan 3 will also be covered even if the damage is attributed to the wear and tear.

1. INTRODUCTION

1.1 THE INSURER

Your policy is underwritten by Newline Insurance Company Ltd, registered in England and Wales under company registration number 04409827, and whose registered office is 1 Fen Court, London, EC3M 5BN. **We** are also authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm reference number 435028).

1.2 YOUR POLICY

This policy document combined with **your** policy **schedule** is a legally binding contract of insurance between **you** and **us**, in exchange for the premium **you** have paid, or have agreed to pay, **we** agree to insure **you** under the terms, conditions and exclusions contained in this **your** policy.

Your policy **schedule** attached to **your** policy confirms:

- The start and end date of **your** policy;
- The level of cover provided.
- **Your** details and the details of the **vehicle**.
- The **claim limit** and the **hourly labour rate** under **your** policy.

Please read **your** policy along with **your** policy **schedule** carefully to ensure the details **we** have registered are correct and the level of cover provided under **your** policy meets **your** needs.

1.3 ADMINISTRATOR

This insurance is administered on **our** behalf by Momentum Warranties Limited, who are registered in England and Wales under company registration number SC278548 and whose registered office is King James VI Business Centre, Friarton Road, Perth, United Kingdom, PH2 8DY. Momentum Warranties Ltd is authorised and regulated by the Financial Conduct Authority (Firm reference number 490570).

2. HOW TO CONTACT THE ADMINISTRATOR

Should **you** wish to contact the **administrator** regarding **your** policy or a claim under **your** policy, or to express dissatisfaction with the level service **you** have received please contact the **administrator** using one of the following:

	By Phone	By Email
Customer Service	0330 445 0059	support@momentumwarranties.co.uk
Claims	0333 101 4443	support@momentumwarranties.co.uk
Complaints	0330 445 0059	support@momentumwarranties.co.uk

Or in writing to: Customer Service,
Momentum Warranties Ltd,
King James VI Business Centre,
Friarton Road,
Perth, PH2 8DY

Please quote **your** policy number in any communications to allow a quick and efficient response, **your** policy number is at the top of **your** policy **schedule**.

3. CHANGING YOUR MIND

Should **you** circumstances change, or the benefits provided under **your** policy no longer meet **your** needs, **you** may cancel **your** policy at any time. Should **you** cancel **your** policy within the first thirty (30) days from the date of purchase recorded on **your** policy **schedule**, **you** will be entitled to a full refund of the premium paid subject to no claims being paid under **your** policy. If **you** have made a claim under **your** policy, **you** will be entitled to a refund of the premium paid less the value of any claims paid.

Should **you** wish to cancel **your** policy after the first thirty (30) days **you** may do so and receive a refund based on the number of full months remaining on risk as a percentage of the original **period of insurance** less the value of any claims paid and an administration charge of £40.00.

Example

For a twelve-month policy if **you** cancel **your** policy after 60 days **your** refund would be:
12 months less 2 months (time on risk) = 10 months remaining time on risk.

The refund **you** would receive would be: $10 / 12 = 83\%$ of the amount **you** paid less £40.00 administration fee and less the cost of any claims you have made (if any)

To cancel **your** policy please refer to Section 13 How to Cancel **your** policy.

4. POLICY LIMITS

The amount of cover **we** will provide will depend on:

4.1 CLAIM LIMIT

The number of claims **you** can make under **your** policy is unlimited up to the **market value**. The amount that can be claimed for each claim will be capped at the **claim limit** shown on **your** policy **schedule**.

4.2 LABOUR RATE

The amount **we** will pay towards the **cost of repair** will depend on the cost of parts and labour required to complete the repair. The maximum **hourly labour rate** **we** will pay will be limited to the **hourly labour rate** recorded on **your** policy **schedule**. Should the labour rate charged by the **repairer** / **approved repairer** exceed the **hourly labour rate** recorded on the policy **schedule**, **you** will be required to pay the difference.

4.3 COMPONENT COVERAGE

There are three levels of cover available, Plan 1, Plan 2 and Plan 3. The **component coverage** provided under **your** policy is shown on **your** policy **schedule**. Please refer to the relevant **component coverage** to check if the component is covered. Only components listed under the relevant Plan will be covered.

Please refer to **your** policy **schedule** for details of the policy limits that apply to **your** policy.

5. DEFINITIONS

Certain words in this policy have a special meaning and these words are defined below. To help make this policy easy to understand, wherever they appear in the policy **we** have highlighted them in bold.

Administrator – Momentum Warranties Limited as further described in section 1.3 above.

Approved Repairer – A company selected by **you** from **our** approved repair network to undertake the repairs to **your vehicle** in accordance with the policy terms and conditions.

Claims Authority Number – The reference number issued by the **administrator** on our behalf confirming **our** agreement to cover the cost of repair in accordance with the policy terms.

Claim Limit – the amount stated on **your schedule** being the maximum amount **we** will pay for the **cost of repair** following a **mechanical / electrical failure** exclusive of VAT.

Component Coverage – The list of mechanical / electrical components covered under **your** policy as confirmed on the policy schedule.

Computer system – Any computer, hardware, software, communications / entertainment system or electronic device installed on the vehicle.

Cost of Repair – The cost of parts and labour required to complete a repair in accordance with the manufacturer's recommended repair schedule and the policy limits described in section 4.

Mechanical / Electrical Failure – A sudden and unforeseen failure of a component, resulting in the component not being able to function as it was intended, necessitating the immediate repair or replacement of the component before normal operation can be resumed.

Independent expert – An expert in motor vehicle engineering who is independent of both **you** and **us**.

Hourly Labour Rate – As recorded on **your** policy **schedule**, being the maximum labour rate payable by **us**.

Market Value – Shall be the value of the **vehicle** at the time of the claim as determined by reference to Glass's Guide.

Period of Insurance – The period shown in the **schedule** between the start date and end date of **your** policy.

Repairer – A VAT registered company appointed by **you** to undertake repairs to the **vehicle** in accordance with the policy terms and conditions.

Schedule – A document issued to **you** confirming **your** details, the details of the **vehicle**, **component coverage**, **hourly labour rate**, **period of insurance** and **claim limit**.

Vehicle – The vehicle shown on the **schedule** identified by the registration number.

We / Us / Our – Newline Insurance Company as further described in section 1.1 above.

Wear and Tear – Any component which can no longer perform the function it was designed for due to damage caused by the age of the component or the distance covered since being installed.

You / Your – The individual named in the **schedule**.

a) **TO MAINTAIN COVER UNDER YOUR POLICY**

To maintain cover under **your** policy **you** must:

- 6.1 Maintain any premium payments due where **you** have opted to pay by installments.
- 6.2 Follow the terms and conditions of **your** policy.
- 6.3 Only operate the **vehicle** in accordance with the manufacturer's recommendations.
- 6.2 Ensure **your vehicle** has a current MOT certificate (if required).
- 6.3 Have the **vehicle** serviced in accordance with the manufacturer's recommended service schedule, have the **vehicle** service book stamped and any service invoiced retained. An allowance of up to 30 days or 1,000 miles over the scheduled service interval is permitted under **your** policy.
- 6.4 Ensure where any maintenance or repair works are completed only parts approved by the manufacturer or parts manufactured to the same specification and standards as those approved by the manufacturer are used.
- 6.5 Use fluids and lubricants recommended by the manufacturer.
- 6.6 Not use the **vehicle** with a known fault.

IMPORTANT

Failure to follow the terms and conditions of **your** policy or to maintain the **vehicle** in accordance with the manufacturer's recommendations will affect the cover **you** receive.

7. WHAT IS COVERED – PLAN 1

The following listed components are covered against a **mechanical / electrical failure** during the **period of insurance**. The number of claims **you** can make is unlimited, however the maximum amount claimable per claim will be subject to the **claim limit** and in aggregate up to the **market value**. Please refer to **your schedule** for details of the **claim limit** and **hourly labour rate**. **You** are not covered should a listed component fail due to **wear and tear**.

Engine – Cylinder block (excluding cracks), crankshaft, crank bearings, big end bearings, oil pump, conrods, small end bearings, pistons, piston rings, cylinder bores, cylinder head (excluding cracks), rocker shaft, rockers, hydraulic lifters, dual mass flywheel, camshaft and cam followers, push rods, camshaft bearings, inlet and exhaust valves, valve springs, valve guides, cylinder head gasket, inlet manifold, timing gears, (excluding sticking or burnt valves).

Cooling System – Engine thermostat, water pump, viscous fan.

Fuel System – Petrol – Fuel injection pump and fuel lift pump.

Fuel System – Diesel – Fuel injection pump and fuel lift pump, low pressure supply pump, fuel injector governor, fuel shut off mechanism, hydraulic or electrical injection timing mechanism, high pressure fuel metering head, manifold boost pressure compensator, altitude compensator, glow plug relay.

4x4 Transfer Box – The following internal mechanical components are covered: Transfer gears, selectors, shafts, transfer shafts, needle and roller bearings, output shafts.

Driveline – Open drive shafts including constant velocity joints, universal joints and couplings. Rear wheel drive half shafts, half shaft bearings. Includes front and rear transfer shafts on 4x4 vehicles. (excluding: gaiters and viscous couplings).

Differential including 4x4 – Planetary gear assembly, crown wheel and pinion assembly, internal shafts, bearings and bushes, thrust washers, spacers, bevel gears, includes front, rear and centre differential on 4x4 vehicles. (excluding: viscous couplings and fluid differentials).

Manual Gearbox – Gears and gear cluster, selectors and shafts, synchromesh assemblies, bushes, ball and roller bearings, needle bearings and transfer gears.

Automatic Gearbox – Governor, valve block, oil pump, gears, brake bands, servos, clutches, shafts, bearings and bushes, modulator, valve and transfer gears.

Transmission – Release bearing, friction plate, pressure plate, clutch fork, master cylinder, slave cylinder.

Continuously Variable Transmission – (CVT/CTX): All internal mechanical components.

Torque Converter – All internal mechanical components.

Propshaft/s – Propshaft, universal joints and couplings. (excluding: gaiters).

Suspension and Steering – Power steering rack, power steering pump, power steering box and idler box. (excluding: gaiters, tracking and balancing).

Braking System – Brake master cylinder, Brake vacuum pump, wheel cylinders, brake bias/ restrictor valve. (excluding: corroded, seized or leaking components).

Electrical – Starter motor, alternator, voltage regulator, front windscreen wiper motor, front windscreen washer motor.

Diagnostics – Diagnostic costs up to £25. Provided printed copies from computerised or handheld devices are supplied.

Casings – Consequential damage to casings caused by the failure of a covered component will constitute part of the total claim (within the stated **claim limit**).

Working Materials – Should any authorised repair to any of the above components require essential replacement or topping up of lubricants, oils or coolant or replacement of the oil filter these shall be covered as part of total claim (within the stated **claim limit**).

8. WHAT IS COVERED – PLAN 2

Plan 2 provides cover for all of the **vehicle's** mechanical and electrical components fitted to **your vehicle** as part of the manufacturer's original specification against a **mechanical / electrical failure** occurring during the **period of insurance** with the exception of the parts listed in the "Components not covered" section.

The number of claims **you** can make is unlimited, however the maximum amount claimable per claim will be subject to the **claim limit** and in aggregate up to the **market value** of the **vehicle**. Please refer to **your schedule** for details of the **claim limit** and **hourly labour rate**. Failure of a component due to **wear and tear** is excluded.

The following headings and the listed component are provided as a guide to the mechanical electrical components covered under Plan 2, it is not a comprehensive list of the covered components, if **you** have any doubt as to whether a component is covered or not please contact the **administrator**.

Engine – Cylinder head, cylinder head gasket, cylinder block, cylinder bores, rocker assembly, valves and guides, pushrods, cam shaft and cam followers, ECU, EGR valve, inlet manifold, dual mass flywheel and ring gear, intercooler, crankshaft, crank bearings, big end bearings, oil pump, conrods, small end bearings, pistons, piston rings, rocker shaft, rockers, hydraulic lifters, inlet and exhaust valves, valve springs, valve guides, timing gears and chains, auxiliary shafts and bushes, distributor drive and distributor drive gears (excluding sticking or burnt valves and oil leaks).

Cooling System – Radiator, heater matrix, heater motor, oil cooler, engine thermostat and housing, water pump, viscous fan.

Fuel System – Fuel injection pump and fuel lift pump, fuel metering unit, air flow meter, choke, low pressure supply pump, injectors, fuel injector governor, fuel shut off mechanism, hydraulic or electrical injection timing mechanism, high pressure fuel metering head, manifold boost pressure compensator, altitude compensator, glow plug relay.

Driveline – Crown wheel, pinion gears, planet gears, bearings, bushes transfer gears, selectors, shafts, transfer shafts, needle and roller bearings, output shafts, open drive shafts including constant velocity joints, universal joints and couplings, rear wheel drive half shafts, half shaft bearings, front and rear transfer shafts, planetary gear assembly, crown wheel and pinion assembly, internal shafts, bearings and bushes, thrust washers, spacers, bevel gears, front, rear and center differential, swivel hubs, drive flanges, viscous couplings and fluid differentials, propshaft, universal joints and couplings (excluding gaiters).

Gearbox – Mechatronic Unit, governor, valve block, oil pump, clutch and brake bands, servos, clutches, bearings and bushes, gears and gear cluster, selectors and shafts, synchromesh assemblies and hubs, torque converter, ball and roller bearings, valve block, governors, needle bearings and transfer gears, continuously variable transmission, torque converter.

Clutch – Release bearing, friction plate, pressure plate, clutch fork, master cylinder, slave cylinder.

Steering and Suspension System – Steering rack and pinion, power steering unit including pump, power steering box and idler box self-leveling suspension, compressor and control unit, shock absorbers and road springs.

Braking System – Master cylinder, servo, wheel cylinders, brake bias/restrictor valve, brake vacuum pump, brake calipers, motor and sensors, ABS pump and sensors.

Electrical – Starter motor, alternator, window motor, engine management unit, mirror motors, ignition coils, electric ignition, wiper motors, washer motor, thermostatically controlled cooling fan motor, speedometer head, horn, headlight motors, central locking motors, convertible roof and sunroof motor, voltage regulator, sensors including O2, parking and nox sensor.

Casings – Consequential damage to casings caused by the failure of a covered component will constitute part of the total claim (within the stated **claim limits**).

Air Conditioning – Compressor, condenser, evaporator, drier, fan motors.

Turbo Charger – Bearings, shafts, impellers, actuators, waste gate and valves.

Diagnostics – Diagnostic costs up to £65. Provided printed copies from computerised or handheld devices are supplied.

Working Materials – Should any authorised repair to any of the above components require essential replacement or topping up of lubricants, oils or coolant or replacement of the oil filter these shall be covered as part of total claim (within the stated **claim limit**).

Programme Costs – Up to 1 hour of selected labour rate.

Satellite Navigation System – LED / Digital display of a factory fitted unit.

Multimedia / Sound Equipment – Including TV units, LED / Digital display and remote signal units.

COMPONENTS NOT COVERED

Wheels and tyres, spark plugs, glow plugs, wiper blades and arms, auxiliary drive belts, pipes, hoses and cables, SRS airbag systems, seized brake calipers, brake shoes, pads and discs, batteries, lamps and bulbs, fuses, wiring connections and looms, communication equipment, remote control transmitters and receivers, bodywork, paintwork, all weather strip and seals, water ingress, all glass including heater elements, trim, upholstery including seat runners.

Failure of a covered component due to **wear and tear** is excluded.

9. WHAT IS COVERED – PLAN 3

Plan 3 provides cover for all of the vehicles mechanical and electrical components to **your vehicle** as part of the manufactures original specification against **mechanical / electrical failure** even if caused by **wear and tear** occurring during the **period of insurance** with the exception of the parts listed in the “components not covered” section.

The number of claims **you** can make is unlimited, however the maximum amount claimable per claim will be subject to the **claim limit** and in aggregate up to the **market value** of the **vehicle**. Please refer to **your schedule** for details of the **claim limit** and **hourly labour rate**.

The following headings and the listed component are provided as a guide to the mechanical electrical components covered under Plan Three, it is not a comprehensive list of the covered components, if **you** have any doubt as to whether a component is covered or not please contact the **administrator**.

Engine – Cylinder head, cylinder head gasket, cylinder block, cylinder bores, rocker assembly, valves and guides, pushrods, cam shaft and cam followers, ECU, EGR valve, inlet manifold, dual mass flywheel and ring gear, intercooler, crankshaft, crank bearings, big end bearings, oil pump, conrods, small end bearings, pistons, piston rings, rocker shaft, rockers, hydraulic lifters, inlet and exhaust valves, valve springs, valve guides, timing gears and chains, auxiliary shafts and bushes, distributor drive and distributor drive gears (excluding sticking or burnt valves and oil leaks).

Cooling System – Radiator, heater matrix, heater motor, oil cooler, engine thermostat and housing, water pump, viscous fan.

Fuel System – Fuel injection pump and fuel lift pump, fuel metering unit, air flow meter, choke, low pressure supply pump, injectors, fuel injector governor, fuel shut off mechanism, hydraulic or electrical injection timing mechanism, high pressure fuel metering head, manifold boost pressure compensator, altitude compensator, glow plug relay, brake vacuum pump.

Driveline – Crown wheel, pinion gears, planet gears, bearings, bushes transfer gears, selectors, shafts, transfer shafts, needle and roller bearings, output shafts, open drive shafts including constant velocity joints, universal joints and couplings, rear wheel drive half shafts, half shaft bearings, front and rear transfer shafts, planetary gear assembly, crown wheel and pinion assembly, internal shafts, bearings and bushes, thrust washers, spacers, bevel gears, front, rear and centre differential, swivel hubs, drive flanges, viscous couplings and fluid differentials, propshaft, universal joints and couplings (excluding gaiters).

Gearbox – Mechatronic Unit, governor, valve block, oil pump, clutch and brake bands, servos, clutches, bearings and bushes. gears and gear cluster, selectors and shafts, synchromesh assemblies and hubs, torque converter, ball and roller bearings, valve block, governors, needle bearings and transfer gears, continuously variable transmission, torque converter.

Clutch – Release bearing, friction plate, pressure plate, clutch fork, master cylinder, slave cylinder.

Steering and Suspension System – Steering rack and pinion, power steering unit including pump, power steering box and idler box self-leveling suspension, compressor and control unit, shock absorbers and road springs.

Braking System – Master cylinder, Brake vacuum pump, servo, wheel cylinders, brake bias/ restrictor valve, brake calipers, motor and sensors, ABS pump and sensors.

Electrical – Starter motor, alternator, window motor, engine management unit, mirror motors, ignition coils, electric ignition, wiper motors, washer motor, thermostatically controlled cooling fan motor, speedometer head, horn, headlight motors, central locking motors, convertible roof and sunroof motor, voltage regulator, sensors including O2, parking and nox sensor.

Casings – Consequential damage to casings caused by the failure of a covered component will constitute part of the total claim (within the stated **claim limits**).

Air Conditioning – Compressor, condenser, evaporator, drier, fan motors.

Turbo Charger – Bearings, shafts, impellers, actuators, waste gate and valves.

Diagnostics – Diagnostic costs up to £65. Provided printed copies from computerised or handheld devices are supplied.

Working Materials – Should any authorised repair to any of the above components require essential replacement or topping up of lubricants, oils or coolant or replacement of the oil filter these shall be covered as part of total claim (within the stated **claim limit**).

Programme Costs – Up to 1 hour of selected labour rate.

Satellite Navigation System – LED / Digital display of a factory fitted unit.

Multimedia / Sound Equipment – Including TV units, LED / Digital display and remote signal units.

Diesel Particulate Filter – Blocked, contaminated or damaged filters.

Catalytic Converter – Blocked, contaminated or damaged converters.

Battery – Excludes the drive power battery of hybrid and electrically driven **vehicle**.

COMPONENTS NOT COVERED

Wheels and tyres, spark plugs, glow plugs, wiper blades and arms, auxiliary drive belts, pipes, hoses and cables, SRS airbag systems, seized brake calipers, brake shoes, pads and discs, batteries, lamps and bulbs, fuses, wiring connections and looms, communication equipment, remote control transmitters and receivers, bodywork, paintwork, all weather strip and seals, water ingress, all glass including heater elements, trim, upholstery including seat runners.

10. ADDITIONAL BENEFITS

Maintenance – Cover for parts and labour costs relating to a **mechanical / electrical failure** of a covered component identified during the manufacturer's recommended service, subject to the policy **claim limit**, **hourly labour rate** and the **component coverage** recorded on the policy **schedule**.

Towing in charges – If **your vehicle** suffers a **mechanical / electrical failure** resulting in a valid claim under **your** policy, **we** will pay a maximum of £50 (Inc. VAT) towards the cost of recovering the **vehicle** to the **approved repairer / repairer**.

Continental Use – **Your** policy is extended to cover the **vehicle** whilst in any country of the European Union, for a period of not more than 30 days in any twelve-month period. Any payment will be restricted to the equivalent United Kingdom labour rate and parts at prices applicable at the date of the claim.

11. ELECTRIC (EV) & HYBRID VEHICLES

If recorded on **your** policy **schedule** the following listed components will be covered against a **mechanical / electrical failure** during the **period of insurance**.

- Drive (EV) Battery
- Drive Motors
- High Voltage Inverter (DCDC)
- Vehicle Energy/Power Control Module
- Reduction Gearbox
- Regenerative Braking System (excluding worn brake pads and shoes)
- Power Delivery Module
- Charging Unit
- Range Extender

Exclusions

Repair costs for the Drive (EV) Battery resulting from or caused by any of the following are excluded from the warranty cover under this Plan:

- Exposing the Vehicle to temperatures above 45 °C (such as high temperature paint ovens).
- Exposing the Vehicle to temperatures of below -25 °C.
- Allowing the Drive (EV) Battery to reach a zero state of charge for any period in excess of 14 days.
- Repeatedly over-charging of the Drive (EV) Battery against the recommendations of the manufacturer within the Servicing Handbook.
- Use of incompatible charging devices.
- Gradual capacity loss (degradation) of the Drive (EV) Battery. Over time, the Drive (EV) Battery will experience gradual capacity loss which is a normal function of the Drive (EV) Battery during its lifespan and is 'not' covered by this Plan.
- Software faults or upgrades.
- Corrosion of charging socket.

12. HOW TO MAKE A CLAIM

Step One – Notifying the Administrator

12.1.1 Should **you** wish to make a claim under **your** policy please contact the **administrator** on:

Phone: **0333 101 4443**

12.1.2 When contacting the **administrator** please have **your** policy number and / or **vehicle** registration available so they may access **your** policy details. The **administrator** will ask **you** to confirm:

- a) **Your** details
- b) The recorded mileage on the **vehicle**
- c) Details of the fault
- d) The date **you** noticed the fault

The **administrator** will:

- a) Confirm the details of **your** policy and any limits that apply
- b) Provide guidance on the claim process as outlined in this policy.

12.1.3 As part of **your** policy **you** have access to an approved repair network operated by the **administrator** on **our** behalf, at the time of reporting the fault **you** will be provided with the option to:

- a) Utilise an **approved repairer** selected from the approved repair network operating in **your** area or
- b) To nominate **your** own **repairer**.

The **approved repairer** will be familiar with the claims process under this policy and subject to **your** approval will contact the **administrator** to progress **your** claim on **your** behalf.

Should **you** nominate the **repairer**, please ensure:

- a) They are VAT registered,
- b) **You** have agreed with the **repairer** who will liaise with the **administrator** to progress the claim.
- c) They are familiar with the claims process and the requirement to seek a **claims authority number** from the **administrator** before any repairs are completed.

Failure to follow the terms and conditions of the policy may void **your** claim or limit the amount **we** contribute to the **cost of repair**.

Step Two – Identifying the Fault

12.2.1 Once **you** have selected the **repairer** / **approved repairer** they will need to contact the **administrator** to confirm:

- a) What component has failed.
- b) What caused the failure.
- c) An estimate of the **cost of repair** detailing parts, labour and VAT.

12.2.2 On confirmation of the above, the **administrator** will advise whether the **cost of repair** is covered, the **administrator** reserves the right to appoint an **independent expert** to assess the **vehicle** and to confirm the details of the claim. On confirmation of a **mechanical / electrical failure**, the **administrator** will confirm:

- a) The **cost of repair** covered under the policy.
- b) Those costs excluded (if any) in accordance with the policy terms and conditions, policy limits and exclusions.
- c) A **claims authority number** to be quoted in all correspondence with the **administrator**.

No repairs should be commenced unless the **administrator** has issued **you** or the **repairer** / **approved repairer** with a **claims authority number**.

Step Three – Payment

On completion of the repairs please arrange for the repair invoice to be submitted to the **administrator**.

12.3.1 Where the repairs have been completed by an **approved repairer**, **we** will make payment direct to the **approved repairer** based on the **cost of repair** approved by the **administrator**.

12.3.2 Where the repairs have been completed by a **repairer** appointed by **you**, **we** will either:

- a) On **your** instruction pay the **repairer** direct subject to their agreement based on the **cost of repair** approved by the **administrator** or
- b) If the **repairer** requests **you** to settle the invoice, **we** will reimburse **you** based on the **cost of repair** approved by the **administrator**.

12.3.3 If **you** are VAT registered, **we** will not reimburse the VAT element of the **cost of repair**.

We take a robust approach to fraud prevention to keep premium rates down. If any claim submitted under **your** policy by **you** or anyone acting on **your** behalf to obtain benefit under this policy is fraudulent then:

- a) **Your** right to any benefit under the policy will end,
- b) **Your** cover will be cancelled,
- c) **We** will be entitled to recover any benefit paid and costs incurred because of any such fraudulent or misleading claim.

We may also inform the Police

13. **HOW TO CANCEL YOUR POLICY**

You may cancel **your** policy at any time. Should **you** cancel **your** policy within the first thirty (30) days from the date of purchase recorded on **you** policy **schedule**, **you** will be entitled to a full refund of the premium paid subject to no claims being paid under **your** policy. If **you** have made a claim under **your** policy, **you** will be entitled to a refund of the premium less the value of any claims paid.

Should **you** wish to cancel **your** policy after the first thirty (30) days **you** may do so and receive a refund based on the number of full months remaining on risk as a percentage of the original **period of insurance** less the value of any claims paid and an administration charge of £40.00. A worked example of the on how **we** calculate the value of any refund is provided on page 3.

To cancel **your** policy please contact:

	By Phone	By Email
Customer Service	0330 445 0059	support@momentumwarranties.co.uk

We may cancel **your** policy at any time by giving **you** 30 days' written notice to **your** last known email address (or mailing address if **you** do not have an email address) provided by **you**. **We** will provide a proportionate refund of any premiums paid for the insurance cover remaining less the cost of any claim paid. **We** may cancel **your** policy due to non-payment of premium, if **you** use threatening or abusive behavior, or language or where there is suspicion of fraud. This is not an exhaustive list.

14. **HOW TO MAKE A COMPLAINT**

14.1 If **you** wish to make a complaint about any aspect of **your** policy or the level of service **you** have received, please write to:

The Managing Director
Momentum Warranties Ltd,
King James VI Business Centre,
Friarton Road,
Perth,
PH2 8DY

Or:

	By Phone	By Email
To make a complaint	0330 445 0059	support@momentumwarranties.co.uk

14.2 If **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Financial Ombudsman Service, which is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: +44 (0) 20 7654 1000
Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

This procedure does not affect **your** right to take legal action.

15. LEGAL AND REGULATORY INFORMATION

15.1 **LAW AND LEGAL PROCEEDINGS APPLICABLE** - Unless **you** and **we** agree otherwise, the law which applies to this contract of insurance is the law which applies to the part of the United Kingdom in which **you** live as stated on **your** policy **schedule**.

Any legal proceedings between **you** and **us** in connection with this contract of insurance will therefore only take place in the courts of the part of the United Kingdom in which **you** live as stated on **your** policy **schedule**.

15.2. **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** obligations to **you** under this contract of insurance. Further information can be obtained from the Financial Services Compensation Scheme.

Telephone: 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk

15.3. **SANCTIONS** - **We** will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

15.4. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999** - This insurance is a legally binding contract between **you** and **us** and does not give, or intend to give, rights to anyone else. Only **you** or **us** can enforce the terms of this contract of insurance.

15.5. **PRIVACY AND DATA PROTECTION NOTICE** - Newline Insurance Company Ltd (the Data Controller) are 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. For more information please visit **our** website at <https://newlinegroup.com/> **we** may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes, for offering renewal, research, or statistical purposes and to provide **you** with information, products, or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

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, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We may transfer **your** personal data to destinations outside the European Economic Area ("EEA"), and **we** will ensure that it is treated securely and in accordance with the Legislation.

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 ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

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 seven (7) years following the expiry of the insurance contract, 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** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, Newline Insurance Company Ltd - please see website for full address details.

16. TERMS AND CONDITIONS

Failure to comply with **your** obligations as noted below may result in:

- a) A claim being rejected or the level of cover **you** receive being restricted.
- b) **Your** policy being declared invalid.

- 16.1 The **vehicle** must be serviced in accordance with the manufacturer service **schedule**, and carried out by a VAT registered dealer / service center. **We** permit a maximum allowance of 30 days or 1,000 miles, in excess of the recommended service intervals. The **vehicle** service book / service record must be completed by the servicing agent and receipts retained, for proof of servicing.
- 16.2 In the event of a **mechanical / electrical failure you** are required to follow section 12 "How to Make a Claim", failure to follow the claims process or to have any works completed without the **administrator** issuing a **claims authority number** may invalidate **your** claim or limit the level of cover **you** receive;
- 16.3 If the **vehicle** suffers a mechanical electrical fault, **you** are required to take all reasonable steps to avoid further damage occurring. Driving the **vehicle** with a known fault may cause additional damage to the **vehicle**.
- 16.4 Should the fault require further investigation it is **your** responsibility to authorise the diagnosis of the fault and agree to any costs involved. **We** will only accept the cost of diagnosing the fault should it be because of a **mechanical / electrical failure** of a covered component and within the contribution provided under **your** policy.
- 16.5 **We** reserve the right to specify the use of guaranteed reconditioned, exchange units or guaranteed factor parts.
- 16.6 No liability will be accepted for any faults caused by the **vehicle** or any component being subject to, freezing or overheating of the cooling system, intrusion of foreign matter, misfuelling, corrosion, neglect, lack of servicing, lack of lubrication, or anti-freeze;
- 16.7 **We** reserve the right to examine the **vehicle** and subject the fault to assessment by an **independent expert**. The decision of the **independent expert** assessment shall be final and binding on both **you** and **us**.
- 16.8 Any costs not covered by **your** policy or more than the **claim limit**, or the agreed **hourly labour rate** must be settled by **you** direct with the **repairer / approved repairer**.
- 16.9 Should any repairs be commenced or completed prior to the **administrator** issuing a **claims authority number**, **we** reserve the right to:
- a) Adjust the repair costs based on the assessment of the **cost of repair** as assessed by the **administrator** or
 - b) Instruct an **independent expert** to assess the **cost of repair** on behalf of the **administrator** or
 - c) To decline the claim under the policy
- 16.10 Where the **administrator** requests additional information regarding a claim from **you** or the **repairer / approved repairer** such information should not be unreasonably withheld. Failure to provide the relevant information upon request may result in a delay in the settlement of **your** claim. The **administrator** will only make settlement of a claim once they have received all the information they have requested.

17. GENERAL EXCLUSIONS

We will not cover a claim under **your** policy caused by, or arising from or in connection with any of the following:

- 17.1 Any failure where a covered component listed under Plan 1 or Plan 2 has failed due to **wear and tear**;
- 17.2 Any costs in excess of the **cost of repair** covered under **your** policy;
- 17.3 Where the speedometer of the vehicle has been disconnected, or there is evidence it has been tampered with;
- 17.4 Failure to maintain the **vehicle** in accordance with the manufacturer's maintenance requirements;
- 17.5 Where the **vehicle** is used for hire (e.g. taxis, self-drive hire, driving schools, etc.), or used in any sort of competition, rally or racing of any kind;
- 17.6 Any fault which pre-exists the start date of this policy;
- 17.7 A fault covered under any other existing warranty, guarantee or insurance;
- 17.8 A fault covered under manufacturer's recall;
- 17.9 If the **vehicle** has been modified, or altered from the manufacturer's specification for the **vehicle**;
- 17.10 Where **you** or the **repairer** fails to obtain prior authorisation from the **administrator** for any repairs covered under **your** policy prior to the repairs being completed which results in:
 - a) The **administrator** being unable to assess **our** liability under the policy.
 - b) **Our** position being prejudiced.
- 17.11 Any faults which are reported as part of a Ministry of Transport Inspection (MOT);
- 17.12 If the **vehicle** does not have a valid MOT at the time the **mechanical / electrical failure** occurred;
- 17.13 Where **you** or the **repairer** fails to provide any information requested by the **administrator** on **our** behalf that prevents or restricts the **administrator's** ability to assess the **cost of repair** under the terms of the policy.
- 17.14 A road traffic accident;
- 17.15 Resulting from a cyber-attack including malicious hacks, viruses, ransomware, or malware which results in:
 - a) The **vehicles computer system** not to operate as designed
 - b) Loss or corruption data stored on the **vehicle**
 - c) Loss or corruption of any mobile device or its data connected to the **vehicle**.



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Warranty Claims Line
Tel: 0333 101 4443

momentum Warranties

Momentum Warranties Limited

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Registered Office: King James VI Business Centre, Friarton Road, Perth PH2 8DY
FCA No: 490570 VAT No: 853074233

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