



policydocument

general exclusions

Exclusions for plans a, b, c and Additional Benefits

Taking the Vehicle to a garage more than 20 miles from the place of Mechanical Breakdown.

Any costs that exceed the Single and Total claim limit stated on Your Policy Schedule.

Claims if the Vehicle is used at any time for rally, hire and reward (e.g. Taxi, Minicab, Rental Car, Driving School Car), racing or any kind of competition or trial, other than 'Treasure Hunts'.

Any commercial vehicle with a carrying capacity in excess of 35cwt (1750kg).

Fuel, insurance and other ancillary costs.

Repairs or replacements due to wear, tear, deterioration or corrosion.

Loss or damage to the Vehicle or any of its components caused by the use of incorrect fuel or lubricants.

Mechanical Breakdown, wherever it may occur, where the fault(s) originate during the manufacturer's warranty period or are present at the time of purchase.

Any loss, unless the insured has had the vehicle serviced, in accordance with the Policy conditions.

Repairs, replacement or alterations not already authorised in this Policy, experimental equipment, routine servicing or maintenance, or vehicles in any way modified from the manufacturer's specifications.

Any costs resulting from faults in workmanship or materials in repairs paid for under this insurance.

Any costs incurred in excess of or outside the liability under this insurance.

Any form of consequential loss.

Any repairs, loss or damage or liability which is claimable under any other existing insurance warranty or guarantee.

Losses arising from manufacturing defects and/or faulty design or any costs or expenses arising from a recall, for any reason whatsoever, of the vehicle by the manufacturer.

Any loss or damage due to any traffic accident, accident, misuse or any act or omission which is wilful, unlawful or negligent.

Fuels, chemicals, filters, anti-freeze, hydraulic fluids, grease or oils.

External oil leaks.

Any component whose replacement is solely to enable the vehicle to meet MoT requirements, tune the engine or set the CO₂.

VAT where You are VAT registered.

The interpretation of covered components or units must be at the discretion of the Insurer. This Policy excludes experimental components and any other component not approved by the manufacturers when originally fitted.

general conditions

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

General Conditions

Once cover has commenced there is no provision for the return of any premium paid.

The cover provided is on the understanding that Your Vehicle has had a pre-delivery check by the supplying dealer and that no claim is payable if it is subsequently found by an independent engineer that the cause of the Mechanical Breakdown was a pre-existing fault at the time of purchase.

No repairs are to be commenced until authorised by **bluecar**, except overseas use.

Any exploratory dismantling/diagnosis charges will only be reimbursed as part of a valid claim. It is Your responsibility to authorise dismantling/diagnosis and to pay the charges if such dismantling/diagnosis proves that the failure is not the responsibility of the Insurers.

The Warranty Policy is one of indemnity and You may be required to contribute to the repair costs, depending on the age and mileage of Your Vehicle at the time of Breakdown.

Unless otherwise stated the indemnity granted by this Policy relates to and shall not exceed the normal or agreed retail prices for components in addition to the retail labour rates necessarily incurred in repair of those items up to the Single Claim Limit shown on the Policy Schedule. The Insurer's maximum liability in respect of each and every claim and during the total Period of Cover is also stated on the Policy Schedule.

**Servicing**

- The Vehicle must be subjected to regular servicing. Failure to do so, will, with immediate effect, render this Section of the Policy void without return of premium.
- Services must be carried out at the manufacturer's recommended intervals specified in the appropriate vehicle manual (a 10% variation is acceptable), including interim services and timing belt changes recommended by the manufacturer of the Vehicle.
- Services must be carried out by a garage having full repair and service facilities, or by a garage appointed by the Vehicle's manufacturer.
- You are responsible for establishing Your Vehicle manufacturer's servicing schedules and complying with them by both time and mileage whichever is the sooner.
- You must make sure that when You have Your Vehicle serviced the servicing garage stamps this Policy booklet (page 12).

Keep all service invoices; these will be needed when presenting a claim.

claims conditions

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

Claims Conditions

The Vehicle will be taken to a garage no more than 20 miles from the place of Mechanical Breakdown or to the nearest Approved Repairer (UK only).

The Vehicle must be taken to the nearest Approved Repairer within 7 days of a fault becoming apparent. The Approved Repairer will establish the cause of the Mechanical Breakdown.

You should check Your cover to make sure that the component and the cause of Mechanical Breakdown is covered.

All service records, including invoices, must be provided to the Approved Repairer, together with the Claims Confirmation Form (page 11).

Before any work is undertaken the Approved Repairer must telephone **bluecar** for claims authorisation. This must be done as soon as possible after the Mechanical Breakdown.

The amount claimable will not exceed parts costs and labour charges authorised by **bluecar**. Labour charges will be based upon Your Vehicle manufacturers scheduled repair times, current at the time of the claim.

When You collect Your Vehicle after repair, You must check that all work has been properly completed. If the repair is not satisfactory You should not accept the Vehicle and must advise **bluecar** immediately.

A Claims Confirmation Form must be completed and signed by You when repairs have been carried out.

The maximum payment of any one claim or in aggregate during the Period of Cover will not exceed the limits shown on the Policy Schedule.

After the claim has been authorised and the repair completed You should instruct the Service Manager to send the invoice itemising all parts and labour charges directly to **bluecar** showing the claim validation number obtained upon authorisation. This should be sent together with a copy of Your Service record and the signed claim confirmation form. The Insurer will pay repair costs up to the maximum limits of indemnity allowable as detailed in Your Policy Schedule.

You must not act in a fraudulent manner.

If You or anyone acting for You:

- make a claim under this Section of the Policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by Your willful act or with Your connivance:

then We:

- shall not pay the claim
- shall not pay any other claim which has been or will be made under this Section of the Policy
- may at Our option declare this Section of the Policy void
- shall be entitled to recover from You the amount of any claim already paid under the Policy since the last renewal date
- shall not make any return of premium
- may inform the police of the circumstances.

how to make a warranty claim

To make a Warranty claim, you need to take the following action:

Step 1

Take the Vehicle to the nearest Approved Repairer within 7 days of a fault becoming apparent.

Step 2

Ask the Service Manager to call **bluecar** for authorisation to proceed on: **024 7652 7810**.

bluecar will ask for the following information to be provided before the claim can be authorised:

- Your Policy number
- Confirmation that the Vehicle has full service records since commencement of the Policy
- Cause of Mechanical Breakdown
- The exact mileage of the Vehicle
- An estimate of the repair cost

No repairs are to be commenced until they have been authorised by **bluecar.**

Step 3

Complete the Claims Confirmation Form on this page and arrange for it to be sent to **bluecar** at the address below, with the following items:

- the invoice itemising all parts and labour charges
- the claim validation number obtained upon authorisation
- a copy of the service record

bluecar

Lumley House
Waters Court
Salt Lane
Coventry
CV1 2GX

Transfer of Ownership Form

Should You sell Your vehicle (other than to a motor trader), the unexpired portion of the Warranty can be transferred to the new owner for a fee of £25 (inclusive of VAT). This transfer is subject to the approval of the Insurer and on the understanding that all terms and conditions including service have been complied with. Refunds in premium are not permissible.

TRANSFER OR OWNERSHIP FORM	New Owner's Name		Policy Number	
	New Owner's Address		Vehicle Registration Number	Mileage (at date of transfer)
			Telephone Number	Date of Transfer
	I enclose service history and cheque/PO value £25.00, made out to Lumley Auto Limited			
Signature of New Owner			Date	

Claims Confirmation Form

The claims confirmation form must be completed and signed by You when repairs have been carried out.

CLAIM CONFIRMATION FORM	Policy Holder's Name		Policy Number	
	Vehicle Make/Model	Vehicle Registration Number	Current Mileage	I am V.A.T. registered
	Fault			Was the vehicle recovered from place of breakdown?
	I declare that these particulars are true to the best of my knowledge and confirm that the above fault has been rectified to my satisfaction			
Signed			Date	

Please read Your Policy Schedule to see if You have Write-Off Protection Cover. If not shown, this cover does not apply to You.

Insurer for bluecar Write-Off Protection

The Write-Off Protection Insurance Section of this Policy is provided by Motors Insurance Company Limited (MCL), Bramley District Centre, Leeds LS13 2EJ, Registered in England, Registration Number 02678367, herein referred to during Section 3 as the Insurer/We/Our/Us.

MOTORS INSURANCE

Definitions for Section 3

In addition to the definitions on page 2, some words used have special meaning throughout this section of the Policy only and are defined here:

Total Loss – Damage to the Vehicle that is not repairable, or would cost more to repair than the Vehicle was worth before the damage occurred.

cover

In the event of the Total Loss of the Insured Vehicle occurring within the Territorial Limits during the Period of Insurance We agree to pay the Insured the amount by which the Invoice Purchase Price (net of VAT) exceeds its insured value under a motor insurance policy.

Such sum shall not exceed the claim limit as stated in the Policy Schedule.

Exclusions

Any claim if the Vehicle is stolen by any person who has access to keys of the Vehicle.

Any claim in respect of any Total Loss:

- which is not the subject of an indemnity under the accidental, fire or theft damage sections of a motor insurance policy
- which occurs while the Insured Vehicle is being used for pacemaking, racing, speed testing or reliability trails, hiring (including private hire and taxis)
- if the Vehicle is being driven by any person not holding a valid current licence to drive the Vehicle
- by accident when the driver of the Vehicle is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs, prescribed by a registered practitioner in respect of which a warning against driving has been given
- which occurs outside the Territorial Limits.

Any claim arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction or of damage to property by or under the order of any government or local authority.

Any claim directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactive from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Any claim if any misrepresentation or concealment is made by or on behalf of the Insured in obtaining this cover or in support of any claim to which this Policy could relate.

Any claim if either the application form or the premium are not received by Us.

Any claim in respect of the loss of use of the Vehicle or any consequential loss whatsoever.

Any claim in respect of any excess deducted under the Comprehensive Motor Insurance Policy.

Any claim if the loss is covered by any other insurance or warranty.

Any claim for any vehicle not mentioned in the Glass's Guide.

Where a loan transferred from the part exchange vehicle exceeds the value of the part exchange vehicle and is included within the price of the Vehicle and is included within the price of the Vehicle any negative equity will be deducted from any future claim.

All commercial vehicles over 3500 KG, all 4-wheel drive vehicles, Aston Martin, Bentley, Ferrari, Jaguar, Lotus, Maserati, Porsche, Rolls Royce, TVR and all American make of vehicle unless manufactured as right hand drive, providing such vehicle has been purchased from an authorised UK distributor and not imported directly.

general conditions

Any payment of benefit under this Policy is conditional upon the Insured being insured under a motor insurance policy.

If the Insured declines the offer of a replacement vehicle under the terms of the motor insurance policy then We will settle the claim based on the value of the replacement vehicle (as per the Glass's Guide) and not the settlement figure offered under the motor insurance policy.

If the Insured accepts an offer of settlement from their motor insurers of less than the current market value of the vehicle then We reserve the right to assess the loss at the current market value of the vehicle by reference to Glass's Guide Trade value at the time of loss.

If any claim under the Policy shall be in any respect fraudulent or devices are used by the Insured or anyone acting on his behalf to obtain benefit under this Policy, all benefit hereunder shall be forfeited and We shall be entitled to recover all benefits paid hereunder directly or indirectly as a result of such fraud or fraudulent means or devices.

The Insured shall not be entitled to any refund of premium.

The cover provided by this Section of the Policy is not transferable to any subsequent owner of the Vehicle.

Written notice of the facts on which a claim is based must be given to **bluecar** on the Form on page 19 within 30 days of the date of the incident to the Vehicle in respect of a claim for Total Loss. If such notice shall not be given within such period or any extension agreed by Us, no benefits under this Policy will be granted.

how to make a write-off protection claim

To make a Write-off Protection claim, You need to take the following action:

Complete the Write-off Protection form on page 19 and arrange for it to be sent to bluecar at the following address:

bluecar
Lumley House
Waters Court
Salt Lane
Coventry
CV1 2GX

No benefit shall become payable under this section of the Policy until We have received proof of its reasonable satisfaction of:

- payment of the appropriate premium
- the payment of a claim for Total Loss under the Motor Insurance Policy
- evidence of the Total Loss and of the insured value as at the date of the loss
- any other evidence, which may be reasonably required by Us.

It is the aim of **bluecar** to provide excellent customer service. All our customers are highly valued and we will do our utmost to ensure complete satisfaction. However we recognise that things can go wrong. If Our service falls below the standard You expect and You need to make a complaint You should in the first instance write with full details of Your Policy / Claim number to:

- The Managing Director, **bluecar**, Lumley House, Waters Court, Salt Lane, Coventry, CV1 2GX.

- If Our response does not resolve Your complaint, You should write to The Chief Executive of the relevant organisation at the addresses shown below:

Section 1 – Warranty

Axa Insurance, One Aldgate, London, EC3N 1RE

Section 2 – Breakdown Assistance

Autohome Assistance, 202-204 Kettering Road, Northampton, NN1 4BL

Section 3 – Write-off Protection

Motors Insurance Company, Bramley House, Bramley District Centre, Leeds, LS13 2EJ

- If after taking these steps You remain dissatisfied with regard to a complaint for Warranty (Section 1) or Write-off Protection (Section 3) You should contact: Insurance Division, The Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London E14 9SR. *(The FOS is an independent body that arbitrates on complaints about general insurance products and other financial services. The FOS will only consider Your complaint if You have given Us the opportunity to resolve it first. Please note You have six months from the date of Our final response in which to refer Your complaint to the Ombudsman. Referral to the Ombudsman will not affect Your right to take legal action.)*

- If Your complaint is in connection with the service provided by **bluecar**, as Members of The General Insurance Standards Council it may be referred to: GISC Dispute Resolution Facility, 110 Cannon Street, London, EC4N 6EU.

Following the complaints procedure outlined above, does not affect Your right to take legal action.

Policy Number		Title	Surname	YOUR DETAILS
Address		Forenames		
Post Code	Contact Telephone Number	Email Address		VEHICLE DETAILS
Make	Model	Engine Size	Registration Number	
Date of First Registration	Invoice Purchase Price (NET of VET)	Date of Purchase	Current Mileage	
Date and Time of Incident		Crime Reference Number (if applicable)		CLAIM DETAILS
Details of Incident (please attach relevant documentation)				
Name of Motor Insurer		Motor Insurance Policy Number		OTHER DETAILS
Date Incident Reported	Motor Insurer's Settlement Figure	Date of Acceptance of Settlement		
I declare that the above statements are true and correct to the best of my knowledge and belief. I agree to provide further information or documentation as may be reasonably required. I understand that you may ask my Motor Insurer or the ABI for information that they have obtained or received to check or validate the answers that I have provided.				DECLARATION
Signed			Date	