

Extended Warranty



This booklet contains three separate documents for Extended Warranty.

The 'Demands & Needs Statement' and the 'About Us & Our Insurance Services' documents both explain how this smart Extended Warranty policy has been sold to you.

The 'Policy Wording' provides the full terms, conditions and exclusions of the insurance policy for smart Extended Warranty.

Contents

Demands & Needs Statement	5	2.9	Data Protection Notice	
About Us & Our Insurance Services	6	2.9.1	How Will We Obtain And Use Your Personal Data?	
Policy Wording		2.9.2	Who Will Have Access To Your Personal Data?	
1. Introduction	8	2.9.3	How long do we keep your personal data?	
1.1	Welcome	2.9.4	Where Will Your Personal Data Be Processed?	
1.2	Important Contact Details	2.9.5	What Are Your Rights In Respect Of Your Personal Data?	
1.2.1	Insurance	2.9.6	Automated Decision Making, Including Profiling	
1.2.2	Change Of Address	2.9.7	How Can You Contact Us?	
1.3	Summary Of Cover	2.10	FSCS	
2. Important Information	9	2.11	Governing Law	
2.1	Insurer	2.12	Contracts (Rights Of Third Parties) Act 1999	
2.2	How Your Policy Works	2.13	Making A Complaint	
2.3	Mileage Limitation	3. Definition Of Words		12
2.4	Cancellation Rights	4. smart Extended Warranty		13
2.4.1	Your Cancellation Rights	4.1	Tier 1	
2.4.2	Our Cancellation Rights	4.1.1	What Is Covered?	
2.5	Policy Excess	4.1.2	What Is Not Covered?	
2.6	Servicing Standards	4.1.3	Claim Payments	
2.6.1	Servicing Requirements For Your smart	4.1.4	Other Entitlements	
2.7	Transfer Of Ownership	4.2	Tier 2	
2.8	Renewal	4.2.1	What Is Covered?	
2.8.1	Renewal Of Your smart Extended Warranty Annual Policy	4.2.2	What Is Not Covered?	
2.8.2	Renewal Of Your smart Extended Warranty Monthly Policy	4.2.3	Claim Payments	
		4.2.4	Other Entitlements	

4.3	Driveline		
4.3.1	What Is Covered?		
4.3.2	What Is Not Covered?		
4.3.3	Claim Payments		
4.3.4	Other Entitlements		
4.4	Tier 1, Tier 2 And Driveline Exclusions		
4.5	How To Make An Insurance Claim?		
4.5.1	Making An Insurance Claim When In The UK		
4.5.2	Making An Insurance Claim When In Continental Europe		
5.	smart Assistance	20	
5.1	What To Do If You Need Assistance		
5.2	European Autoroute Restrictions		
5.3	smart Assistance Benefits In The UK & Continental Europe		
5.3.1	Home And Roadside Assistance		
5.3.2	Car Hire		
5.3.3	Onward Travel/Hotel Accommodation		
5.3.4	Secure Storage		
5.3.5	Accident Recovery		
5.3.6	Vehicle Redelivery		
5.4	smart Assistance Exclusions		
6.	General Terms And Conditions		22
6.1	Information You Need To Tell Us		
6.2	Claims – Your Duties		
6.3	Claims – Our Rights		
6.4	Looking After Your Vehicle		
6.5	Fraud		
6.6	Salvage		
7.	Change Of Address Form		25
8.	Transfer Of Ownership Form		27

Demands & Needs Statement

smart Extended Warranty meets the demands and needs of customers who wish to insure themselves with respect to warranty and roadside assistance for their vehicle. The level of cover may vary depending on which option you choose.

Extended Warranty does not cover everything. You should read this policy carefully to make sure it provides the cover you need.

You may already possess alternative insurance(s) for some or all of the features and benefits this type of policy provides. It is your responsibility to investigate this.

AWP Assistance UK Ltd trading as smart Warranty Services has only provided you with information and has not provided you with any recommendation or advice about whether this product fulfils your specific insurance demands and needs.

About Us & Our Insurance Services

smart Warranty Services
102 George Street
Croydon
CR9 6HD

1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

2. Whose products do we offer?

We are an insurance intermediary that offers products from a single insurance company, AWP P&C SA which is a French company duly authorised in France. We act on their behalf.

3. What services will we provide you with?

You will not receive any personal advice or recommendation from us for motor warranty and roadside assistance. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

4. What will you have to pay us for this service?

You will only pay us the premium for your policy, and you will not pay us a fee for arranging this on your behalf. We are paid for our services to you by the insurance company, AWP P&C SA. The nature of such payment is a mixture of commission and other fees based on our costs for administering your policy.

5. Who regulates us?

smart Warranty Services which is a trading name of AWP Assistance UK Ltd, 102 George Street, Croydon, CR9 6HD is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 311909.

Our permitted business includes arranging motor warranty and roadside assistance insurance.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

6. What to do if you have a complaint

If you wish to register a complaint, please contact us:

... in writing	Customer Service, smart Warranty Services, 102 George Street, Croydon, CR9 6HD.
... by email	customersupport@allianz-assistance.co.uk
... by phone	020 8603 9853.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service for independent arbitration. Visit www.financial-ombudsman.org.uk write to Financial Ombudsman Service, Exchange Tower, London E14 9SR call 0345 080 1800 or email complaint.info@financial-ombudsman.org.uk

7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

For your added protection, the insurer is covered by the FSCS. You may be entitled to compensation from the scheme if the insurer cannot meet its obligations.

Insurance cover provides protection for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100 or 020 7741 4100, or by visiting their website at www.fscs.org.uk

1. Introduction

1.1 Welcome

Thank **you** for taking out smart Extended Warranty with **us**.

smart Extended Warranty has been designed to help protect **you** against the costs incurred in the event of a **mechanical or electrical failure** of a covered component or **breakdown/immobilisation** of the **insured vehicle** occurring within the **area of cover**.

Your **confirmation of cover letter** shows the sections of the policy that are applicable, the vehicle covered and any special terms or conditions that may apply.

It is very important that **you** read all of the relevant sections of this policy together with the **confirmation of cover letter**. In the event that **you** do not understand any of the terms and conditions please contact smart Warranty Services Administration Department on 0345 641 9758.

All the details of how to make a claim together with conditions of the policy are set out in the following pages.

Please keep this policy book and **your confirmation of cover letter** in a safe place.

1.2 Important Contact Details

1.2.1 Insurance

Should a problem arise, simply contact **your** nearest authorised smart retailer and advise them that **your** vehicle is protected by smart Extended Warranty. The smart retailer will handle any necessary claim on **your** behalf.

Alternatively, please call smart Warranty Services Claims on 0345 641 9759.

1.2.2 Change Of Address

If **you** need to update **your** contact details please call **smart Warranty Services** on 0345 641 9758. Alternatively, please complete the form on page 25 or email **us** at smartwarranty@allianz-assistance.co.uk

1.3 Summary Of Cover

smart Extended Warranty (**your confirmation of cover letter** details the policy sections that are applicable). **You** should read the rest of this policy for the full terms and conditions.

Section Of Cover	Claim Limit	Excess
Tier 1	The maximum benefit is the purchase price paid for the insured vehicle payable in one 12 month policy period or 12 consecutive monthly policies following renewal.	Either £0, £50 or £150 as specified on the confirmation of cover letter .
Tier 2		Either £0, £50 or £150 as specified on the confirmation of cover letter .
Driveline	The total number of claims paid cannot exceed £5,000 within a 12 month period from policy inception date or 12 consecutive monthly policies following renewal.	Either £0, £50 or £150 as specified on the confirmation of cover letter .

2. Important Information

2.1 Insurer

smart Extended Warranty is underwritten by AWP P&C SA and is administered in the UK by AWP Assistance UK Ltd.

2.2 How Your Policy Works

Your policy and **confirmation of cover letter** is a contract between you and us. We will pay for any claim you make which is covered by the policy and level of cover chosen that occurs during the **period of insurance**.

Unless specifically mentioned, the benefits and exclusions within each section apply to the **insured vehicle**. Your policy does not cover all possible events and expenses.

Certain words have a special meaning as shown in the section 'Definition Of Words'. These words have been highlighted by the use of bold print throughout the policy document.

2.3 Mileage Limitation

smart Extended Warranty has a mileage limitation of 100,000 miles at the start date for Tier 1, Tier 2. Driveline cover has no mileage limitation. The policy on **your confirmation of cover letter** remains in force for unlimited mileage whilst on cover.

2.4 Cancellation Rights

2.4.1 Your Cancellation Rights

If this cover does not meet **your** requirements or should you decide to cancel this insurance policy for any reason within 14 days of receipt of the original documentation, **you** can obtain a full refund of the premium paid without charge. After this 14 day period **you** will be entitled to a pro-rata refund for annual cover, subject to no claims being paid under the policy, less an administration fee of £25. In either case, if **you** have asked us to perform or provide any of the services given under this policy **we** are entitled to recover all costs that **you** have used for the service provided. To obtain a refund please write to smart Warranty Services, PO Box 1183, Croydon, CR9 1HR or telephone 0345 641 9757.

2.4.2 Our Cancellation Rights

We reserve the right to cancel **your** cover at any time by giving you 30 days notice in writing to the last address **you** provided **us** with.

2.5 Policy Excess

Under the smart Extended Warranty section of **your** policy, **you** may have to pay an excess in relation to repair costs. This means that **you** will be responsible for paying the first part of any claim on the **insured vehicle**, for each claim incident. The amount **you** have to pay is the excess and this is shown in the **confirmation of cover letter**.

2.6 Servicing Standards

2.6.1 Servicing Requirements For Your smart

The continued validity of **your** insurance is dependent upon **you** having the **insured vehicle** serviced by an authorised smart retailer in accordance with the manufacturer's specifications. **We** will allow a maximum of 1,000 miles or one calendar month (whichever occurs first) in excess of the recommended service intervals. Please ensure that the servicing retailer completes the service record for the **insured vehicle** and that **you** keep all service receipts as proof of servicing.

IMPORTANT: If **you** fail to have the **insured vehicle** serviced at an authorised smart retailer and in accordance with the manufacturer's recommended service schedule during the **period of insurance**, or **you** are unable to produce proof of such servicing if **we** request it, then this will invalidate **your** insurance.

2.7 Transfer Of Ownership

If **your insured vehicle** is sold to a **private individual**, the remaining cover may be transferred to the new owner providing that the registration fee of £25 is paid. Cover will not be transferred until payment has been made. Please note that the form must be signed by the existing policyholder named in the **confirmation of cover letter**.

As soon as possible after the date of sale, please complete the form at the back of this document, attach a cheque for the transfer fee of £25 and send it to:

smart Warranty Services, PO Box 1183, Croydon CR9 1HR.

Please make cheques or postal orders payable to smart Warranty Services.

N.B. The smart Extended Warranty is not transferable to any other vehicle other than that shown on the **confirmation of cover letter**.

2.8 Renewal

2.8.1 Renewal Of Your smart Extended Warranty Annual Policy

If **you** have annual cover, we will send **you** a renewal notice at least 21 days prior to the expiry of the **period of insurance** as shown on **your confirmation of cover letter**.

We may vary the terms of **your** cover and the premium rates at the renewal date.

2.8.2 Renewal Of Your smart Extended Warranty Monthly Policy

Unless **your** policy has been cancelled by **us** or **you** or has lapsed for any reason, each time **you** make a monthly payment when due **your** monthly policy will renew for a period of one month from when the payment is received by **us**.

2.9 Data Protection Notice

We care about **your** personal data.

This summary and **our** full privacy notice explain how **smart Warranty Services** protects **your** privacy and uses **your** personal data.

Our full privacy notice is here:
www.smartonlinewarranty.co.uk/privacypolicy

If a printed version is required, please write to **us** at Legal and Compliance Department, smart Warranty Services, 102 George Street, Croydon, CR9 6HD.

2.9.1 How Will We Obtain And Use Your Personal Data?

We will collect **your** personal data from a variety of sources including:

- Data that **you** provide to **us**; and
- Data that may be provided about **you** from certain third parties such as the manufacturer of the **insured vehicle** and their franchised dealers and authorised repairers.

We will collect and process **your** personal data in order to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including:

- Entering into or administering contracts with **you**;
- Informing **you** of products and services which may be of interest to **you**.

2.9.2 Who Will Have Access To Your Personal Data?

We may share **your** personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **our** behalf;
- Organisations who **we** deal with which provide part of the service to **you** such as motor dealerships and recovery operators;
- To meet **our** legal obligations including providing information to the relevant ombudsman if **you** make a complaint about the product or service that **we** have provided to **you**.

We will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us** **your** consent to do so.

2.9.3 How long do we keep your personal data?

We will retain **your** personal data for a maximum of seven years from the date the insurance relationship between **us** ends. If **we** are able to do so **we** will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

2.9.4 Where Will Your Personal Data Be Processed?

Your personal data may be processed both inside and outside the European Economic Area (EEA).

Whenever we transfer your personal data outside the EEA to other Allianz Group companies, we will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, we take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

2.9.5 What Are Your Rights In Respect Of Your Personal Data?

You have certain rights in respect of your personal data. You can:

- Request access to it and learn more about how it is processed and shared;
- Request that we restrict any processing concerning you, or withdraw your consent where you previously provided this;
- Request that we stop processing it, including for direct marketing purposes;
- Request that we update it or delete it from our records;
- Request that we provide it to you or a new insurer; and
- To file a complaint.

2.9.6 Automated Decision Making, Including Profiling

We carry out automated decision making and/or profiling when necessary.

2.9.7 How Can You Contact Us?

If you would like a copy of the information that we hold about you or if you have any queries about how we use your personal data, you can contact us as follows:

By post: Data Protection Officer,
AWP Assistance UK Ltd, 102 George Street,
Croydon, CR9 6HD

By telephone: 0208 603 9853

By email: AzPUKDP@allianz.com

2.10 Financial Services Compensation Scheme (FSCS)

For your added protection, the insurer is covered by the FSCS. You may be entitled to compensation from the scheme if the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

This compensation provides protection for up to 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100 or 020 7741 4100, or by visiting their website at www.fscs.org.uk

2.11 Governing Law

Unless you and we agree otherwise, English law will apply and all communications and documentation in relation to this insurance will be in English. In the event of a dispute hereunder, the English courts shall have exclusive jurisdiction.

Your statutory rights are not affected in any way by this insurance policy.

2.12 Contracts (Rights Of Third Parties) Act 1999

We, the insurer and you do not intend any term of this contract to be enforceable by any third party pursuant to the Contract (Rights of Third Parties) Act 1999.

2.13 Making A Complaint

We aim to provide you with first class insurance cover and service. However, there may be times when you feel we have not done so. If this is the case, please tell us about it so that we can do our best to solve the problem. If you make a complaint your legal rights will not be affected.

In the first instance, please contact:
Customer Service, smart Warranty Services,
PO Box 1183, Croydon CR9 1HR or email
customersupport@allianz-assistance.co.uk
or call us on 020 8603 9853.

Please supply us with your name, address, policy number/vehicle registration and claim number where applicable and enclose copies of relevant correspondence as this will help us to deal with your complaint in the shortest possible time.

If you are not satisfied with our final response you can refer the matter to the Financial Ombudsman Service for independent arbitration:

Visit www.financial-ombudsman.org.uk, write to Financial Ombudsman Service, Exchange Tower, London E14 9SR, call 0800 0234 567 or 0300 123 9 123 or email complaint.info@financial-ombudsman.org.uk

3. Definition Of Words

When the following words and phrases appear in this policy document or **confirmation of cover letter**, they have the specific meanings given below. These words are highlighted by the use of bold print.

Area of cover

Means UK and Continental Europe

Beneficiary, beneficiaries

Means **you** or any other driver of the **insured vehicle** using the **insured vehicle** with **your** permission and any passenger of the **insured vehicle** at the moment a **breakdown/immobilisation** occurs.

Breakdown/immobilisation

Means mechanical or electrical breakdown, road traffic accident, vehicle fire or theft, loss of keys, punctures or running out of fuel, causing the **insured vehicle** to be immobilised.

Confirmation of cover letter

Means the letter which was sent to **you** with this policy document.

Continental Europe

Austria, Belgium, Bulgaria, Cyprus (excluding North Cyprus), Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City.

Mechanical or electrical failure

Means the sudden and unexpected failure of a component which is covered by the relevant section of this insurance and which needs immediate repair or replacement. Wear and tear or normal deterioration is not covered under this definition.

Insured vehicle

Means the vehicle shown on the **confirmation of cover letter**, for which the appropriate insurance premium has been paid.

Insurer

AWP P&C SA.

Maximum claim limit/claim limit

For Tier 1 and Tier 2 this means up to the price **you** paid for the **insured vehicle**. Driveline means up to a maximum of £5000. All levels of cover include VAT per claim.

If the cost of repair is more than the price **you** paid for the **insured vehicle**, **you** will agree to meet the rest of the cost for the repair at a smart retailer. In the event that **you** decide not to proceed with the repair at a smart retailer, **we** will not be responsible to meet the cost of the repair.

smart Warranty Services, smart Assistance, we, our, us

Means AWP Assistance UK Ltd which administers the insurance on behalf of the **insurer**.

Period of insurance

Means the period shown on **your confirmation of cover letter**.

Private individual

Means a person who is using the **insured vehicle** for their own personal use and who is not a motor trader, garage, business or individual dealing in the buying and selling or repair of motor vehicles.

UK

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

You, your

Means the **private individual** named on the **confirmation of cover letter**, or as replaced by any new owner correctly declared to **us** using the Transfer Of Ownership Form in this document and accepted by **us**.

4. smart Extended Warranty

4.1 Tier 1

4.1.1 What Is Covered?

This warranty covers against sudden and unexpected failure of all factory-fitted mechanical and electrical parts of the **insured vehicle**, including the cost of labour to fit them.

Cover excludes electric drive lithium-ion battery, pack, cells, charging equipment or cabling and wiring.

Failure due to wear and tear is covered up to 100,000 miles from the date of first registration if it causes sudden and unexpected electrical or mechanical failure of the **insured vehicle**.

Also included are:

Casings

If any of the covered parts fail and cause damage to the casings, the casings will also be covered.

Working materials

Oils, oil filter and anti-freeze are covered only if it is essential to replace them because of the failure of a part which is covered under this warranty.

Alarm systems

Factory-fitted alarms, or alarm systems fitted according to the manufacturer's specification at the time of new car registration.

In-car entertainment

Audio, telephone, navigation equipment and alarm systems (not tracking devices) fitted as part of the vehicle's factory specification, or by the retailer at point of first registration will be covered (proof of initial fitment will be required).

4.1.2 What Is Not Covered?

Mechanical or electrical failure of covered parts due to wear and tear will be declined if the **insured vehicle** mileage has exceeded 100,000 miles.

Bodywork of any kind, sheet metal, body panels, bodywork or glass sealants or bondings, paintwork, glass and mirrors (except in the case where they suffer a **mechanical or electrical failure**), upholstery, carpets, trim, all weather strips and seals, channels and guides, locks, lamp units, handles, door panels, check straps and cosmetic items.

General oil leaks (except where the removal of the engine or gearbox is necessary in order to rectify the oil leak).

Any failure attributable to the effects of overheating is not regarded as a mechanical failure under the terms of this warranty.

Normal service replacement items and other parts subject to routine maintenance or periodic repair or replacement are excluded as follows:

- Air cleaners;
- Auxiliary belts;
- Bonnet, boot, door and fuel flap release cables;
- Brake friction material and discs/drums;
- Brake pipes and brake hoses;
- Clutch assemblies;
- Core plugs and blanking plugs;
- Diesel glow plugs;
- Distributor caps;
- Drive shaft and steering rack gaiters;
- Electrical connection blocks, terminals and fuses;
- Electric vehicle battery, battery pack, charging equipment, cables and wires;
- Engine, gearbox, axle and drive line mountings;
- Fuel filters;
- Handbrake cables;
- All hinges;
- HT leads;
- Light bulbs and LED bulbs;
- Lithium-ion battery;
- Non-metal Hoses, hose clips and connectors;
- Oil filters and gaskets;

- PAS high pressure hose/pipes;
- Pollen/odour filters;
- Reprogramming/software updates, unless required as part of a replacement part repair;
- Rotor arms;
- Spark plugs;
- Sunroof cables and convertible roof material and straps;
- Tyres;
- Wheels;
- Wiper blades;
- Wiring and wiring looms.

4.1.3 Claim Payments

We will pay any number of claims up to the maximum claim limit. We will not pay more than the manufacturer's list price for parts and official labour times/costs which are necessary to repair or replace covered components. The total amount paid inclusive of VAT will not exceed the original purchase price paid by the policyholder.

4.1.4 Other Entitlements Vehicle replacement

smart Warranty Services will pay up to £50 a day [including VAT], for up to a maximum of 7 days in a 12 month period, towards the cost of a replacement vehicle.

You can only have a replacement vehicle if your vehicle is being repaired under this insurance and prior authority has been given by smart Warranty Services.

Exclusions:

- a] The first 24 hours of any rental period is not covered by this insurance.
- b] You will have to pay for fuel and insurance for the replacement vehicle.

Driving abroad

The insurance is valid for up to 60 days per annum (pro rata) for driving in **Continental Europe**. smart Warranty Services will not pay more than the equivalent UK cost for parts and labour should a valid repair be completed outside of the UK.

Overnight Accommodation

smart Warranty Services will pay up to £100 (including VAT) towards overnight accommodation if the vehicle breaks down and you are unable to return home. You will need to send smart Warranty Services a receipt. You cannot claim for the cost of meals or drinks.

N.B. These benefits will not be provided if the failure is not covered by this insurance. Payments will be limited to those levels outlined.

4.2 Tier 2

4.2.1 What Is Covered?

This warranty covers against sudden and unexpected failure of all factory-fitted mechanical and electrical parts of the **insured vehicle**, including the cost of labour to fit them.

Cover excludes electric drive lithium-ion battery, pack, cells, charging equipment or cabling and wiring.

Failure due to wear and tear is covered up to 100,000 miles from the date of first registration if it causes sudden and unexpected electrical or mechanical failure of the **insured vehicle**. This includes consequential damage to covered parts and main vehicle batteries.

• Engine

All internally lubricated components, including the following: cylinder head, cylinder head gasket, inlet and exhaust valves (excluding decarbonisation, burnt or pitted valves and valve seats) valve springs, valve guides, camshaft and bearings, camshaft followers, hydraulic lifters, timing gears and chains (excluding tensioner), piston and piston rings, cylinder bores and liner seals, connecting rods and small end bearings, gudgeon pins, crankshaft and crankshaft bearings, oil pump and oil pump drive, flywheel, starter motor ring gear. (Timing belts are covered provided that the last due change of the belt has taken place as specified by the manufacturer's schedule; proof required).

- **Manual gearbox**

Internal gears, synchromesh hubs, selectors, shafts, bearings and bushes and transfer gears.

- **Automatic gearbox**

Internal shafts, gears, clutches, brake bands, valve block, governor, oil pump, bearings and bushes, servo, drive plate and transfer gears.

- **Final drive**

All internally lubricated components, including the following: crown wheel and pinion, differential gears and bearings, halfshaft, halfshaft bearings, driveshafts, bearings and constant velocity joints, propeller shaft universal joints and centre bearing, wheel bearings, final drive sensors. (Excluding rubber boots and gaiters).

- **Casings**

Casings are covered only when damaged by the failure of an insured component.

- **Working materials**

Oils, oil filter and anti-freeze are covered only if it is essential to replace them because of the failure of a part, which is covered under this insurance .

- **Fuel System (diesel and petrol)**

Automatic choke, lift pump, mechanical or electrical fuel pumps and tank sender unit.

- **Fuel injection system**

Throttle body, airflow meter, idle control valve, cold start valve, warm up regulator, overrun cut off valve, throttle potentiometer, fuel accumulator, pressure regulator, map sensor (except injectors and heater plugs).

- **Air conditioning** (factory fitted)

The air conditioning compressor unit is covered.

- **Batteries** (excludes key fob batteries, Lithium-Ion electric vehicle battery, battery pack, charging equipment, cables and wires).

- **Engine cooling system**

Radiator, oil cooler, heater matrix, water pump, viscous fan coupling, thermostat and thermostat housing.

- **Steering** [including power assisted steering]

Steering rack and pinion [not gaiters], steering box, power steering rack and pump, power steering reservoir and idler box.

- **Turbo/Super Charger** (factory fitted)

The Turbocharger and Supercharger units are covered.

4.2.2 What Is Not Covered?

Any item not listed in section 4.2.1 and any specifically excluded part is not covered by this warranty.

4.2.3 Claim Payments

We will pay any number of claims up to the **maximum claim limit**. We will not pay more than the manufacturer's list price for parts and official labour times/costs which are necessary to repair or replace covered components. The total amount paid inclusive of VAT will not exceed the original purchase price paid by the policy holder.

4.2.4 Other Entitlements

Vehicle replacement

smart Warranty Services will pay up to £50 a day [including VAT], for up to a maximum of 7 days in a 12 month period, towards the cost of a replacement vehicle. **You** can only have a replacement vehicle if **your** vehicle is being repaired under this insurance and prior authority has been given by **smart Warranty Services**.

Exclusions:

a) The first 24 hours of any rental period is not covered.

b) **You** will have to pay for fuel and insurance for the replacement vehicle.

Driving abroad

The insurance is valid for up to 60 days per annum (pro rata) for driving in **Continental Europe**. **smart Warranty Services** will not pay more than the equivalent **UK** cost for parts and labour should a valid repair be completed outside of the **UK**.

Overnight accommodation

smart Warranty Services will pay up to £100 (including VAT) towards overnight accommodation if the vehicle breaks down and you are unable to return home. You will need to send smart Warranty Services a receipt. You cannot claim for the cost of meals or drinks.

N.B. These benefits will not be provided if the failure is not covered by this insurance. Payments will be limited to those levels outlined.

4.3 Driveline

- The maximum claims liability covered by the Driveline Cover is £5000, inclusive of VAT within a 12 month period from policy inception date.

4.3.1 What Is Covered?

Driveline covers the following factory-fitted components :

- **Engine**
All internally lubricated components, including the following: cylinder head, cylinder head gasket, Inlet and exhaust valves (excluding decarbonisation, burnt or pitted valves and valve seats) valve springs, valve guides, camshaft and bearings, camshaft followers, hydraulic lifters, timing gears and chains (excluding tensioner), piston and piston rings, cylinder bores and liner seals, connecting rods and small end bearings, gudgeon pins, crankshaft and crankshaft bearings, oil pump and oil pump drive, flywheel, starter motor ring gear. (Timing belts are covered provided that

the last due change of the belt has taken place as specified by the manufacturer's schedule; proof required).

- **Timing belts**
Timing belts and tensioners are covered providing that the last due change has taken place as specified by the manufacturer's schedule (proof required). Damage subsequently caused if timing belt has not been changed as specified by the manufacturer is specifically excluded.
- **Turbo/super charger** (factory fitted)
The turbocharger and supercharger units are covered.
- **Gearbox**
All internally lubricated components, including the following: gears, shafts, synchroniser hubs and baulk rings, selector shafts and selector forks, internal bearings and bushes, oil pump, valve and valve block, internal clutches and brake bands, governor, torque converter, modulator valve, gearbox sensors. (Excluding external linkages).
- **Final Drive**
All internally lubricated components, including the following: crown wheel and pinion, differential gears and bearings, halfshaft, halfshaft bearings, driveshafts, bearings and constant velocity joints, propeller shaft universal joints and centre bearing, wheel bearings, final drive sensors.(Excluding rubber boots and gaiters).

- **Casings**

Casings are covered only when damaged by the failure of an insured component.

- **Sundries**

Working materials e.g. oils, filters, antifreeze are claimable as a direct result of a valid claim providing the vehicle is not within 1,000 miles or a calendar month of its next scheduled service.

- **Miscellaneous**

The rectification of oil leaks is not covered and the cost of seals and gaskets will only be accepted where they are required as a direct consequence of a valid claim under the insurance.

4.3.2 What Is Not Covered?

Any item not listed in section 4.3.1 and any specifically excluded part is not covered by this warranty.

4.3.3 Claim Payments

We will pay any number of claims up to a total maximum value of £5000 inclusive of VAT. We will not pay more than the manufacturer's list price for parts and official labour times/costs which are necessary to repair or replace covered components. The total amount paid inclusive of VAT will not exceed the original purchase price paid by the policyholder.

4.3.4 Other Entitlements

Driving abroad

The insurance is valid for up to 60 days per annum (pro rata) for driving in **Continental Europe**. **smart Warranty Services** will not pay more than the equivalent **UK** cost for parts and labour should a valid repair be completed outside of the **UK**.

Overnight accommodation

smart Warranty Services will pay up to £100 (including VAT) towards overnight accommodation if the vehicle breaks down and **you** are unable to return home. **You** will need to send **smart Warranty Services** a receipt. **You** cannot claim for the cost of meals or drinks.

N.B. These benefits will not be provided if the failure is not covered by this insurance. Payments will be limited to those levels outlined.

4.4 General Tier 1, Tier 2 & Driveline Exclusions

You should check whether **you** have any other insurance policies that may cover additional damage or related costs or losses not covered by this policy.

This insurance does not cover any injury, failure, loss or damage caused by, arising from or in connection with the following:

1. Corrosion, frost, salt, hail, windstorms, lightning, airborne fallout, (e.g. chemicals, tree sap, bird droppings, etc), water ingress or flooding.

2. Any defect which is likely to have existed before the **period of insurance**.
3. Wear and tear for **insured vehicles** that have exceeded 100,000 miles, normal deterioration, routine servicing, maintenance, reprogramming or loading of software.
4. Faulty repairs, incorrect servicing or failure to have the **insured vehicle** serviced in accordance with the manufacturer's specification.
5. Lack of oil, fuel, lubricants, hydraulic fluids or additives; or foreign matter entering the fuel, cooling, air conditioning or lubrication systems; or use of oil, fuel, lubricants, hydraulic fluids or additives which the manufacturer of the **insured vehicle** does not recommend.
6. Vehicles modified in any way from the original manufacturer's specification.
7. Any loss where the speedometer has been tampered with, altered, disconnected or where the mileage of the **insured vehicle** cannot be verified; or where **you** or anyone else acting on **your** behalf acts in a way that prevents **us** from exercising our right to inspect the **insured vehicle** under this insurance.
8. If the vehicle has been used for competitions of any kind, racing, pace making, rallies, off road use including track days, for any form of hire or reward and use for or by driving schools.
9. Losses or damage due in any way to any type of accident, misuse or any act or omission which is wilful, unlawful or negligent.
10. Any component which is either subject to recall by the **insured vehicle's** manufacturer, manufacturing defect or inherent design faults.
11. **Mechanical or electrical failure** which happens outside the **area of cover**.
12. Cleaning, polishing, operations performed under normal maintenance, adjustments, modifications, alteration, tampering, disconnection, improper adjustments or repairs.
13. **We** will not pay for any depreciation to **your insured vehicle**, loss of earnings, death or bodily injury, damage to property or any other loss or damage which is a direct or indirect result of the failure of a covered item.
14. As **your** policy is intended to cover the repair and/or replacement of defective or damaged parts, it does not additionally cover losses that may be caused by that defective or damaged part, unless otherwise stated in the policy terms and conditions. For example, **your** policy may cover repairs to or replacement of a wheel bearing but would not cover any loss of earnings that **you** may suffer while **your insured vehicle** is being repaired.

- 15 Ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel.
16. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.
17. Acts of war, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, explosions, fire, radiation and falling objects.
18. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
19. Any costs covered under any other warranty, guarantee, insurance or cover.
20. Any damage which has occurred as a result of accidental damage or impact of whatever nature to either the **insured vehicle** or the persons.
21. This insurance will not cover any loss, damage or failure caused wholly or partially, from lack of maintenance, abuse or neglect or as a result of accident. It will not cover pre-existing faults or a gradual reduction in operating performance that is commensurate with the age and mileage of the vehicle.

22. Any vehicle which is owned by a business formed for the purposes of selling or servicing motor vehicles.
23. Incorrect servicing or faulty repairs.
24. Ingress of foreign matter into the fuel, oil or cooling systems
25. Failures due to oil degradation or carbon/soot build-up to a component's operating function.

4.5 How To Make An Insurance Claim

4.5.1 Making An Insurance Claim When In The UK.

Contact **your** nearest authorised smart retailer and advise them that **your insured vehicle** is protected by the smart Extended Warranty. The smart retailer will contact **us** regarding claims on **your** behalf.

It is **your** responsibility to authorise any dismantling of the **insured vehicle** or any other work required to diagnose any faults with the **insured vehicle**.

We will not pay for any diagnostic costs, other than the reasonable associated costs of diagnosis should a claim for a defective component be valid under this insurance.

If **you** are VAT registered **you** will remain responsible for settling the VAT content of any claim separately.

smart Warranty Services reserve the right to examine the **insured vehicle** and to subject it to expert assessment in order to determine if **your** claim is covered and how much **we** will pay for repairs. If **you** or anyone acting on **your** behalf acts in a way which prevents **us** from being unable to determine the cause of failure by inspecting the **insured vehicle** or defective components, then **we** will not pay all or any part of **your** claim.

4.5.2 Making An Insurance Claim When In Continental Europe.

All repairs and costs are the responsibility of the policyholder while in countries outside the **UK**. It is **your** responsibility to authorise any dismantling of the **insured vehicle** or any other work required to diagnose any faults with the **insured vehicle**. Once the repairs have been completed, **you** must settle the costs with the repairing agent and retain the invoice. Please also keep the replaced components if possible until **we** have finished processing **your** claim as **we** may need to see them.

Please contact **smart Warranty Services** within 30 days of any completed repairs and **you** will be advised if they are covered under this insurance. On **your** return to the **UK**, please send the original invoice and copies of the **insured vehicle's** service records with a covering letter to: smart Warranty Services Claims, PO Box 1183, Croydon CR9 1HR.

When submitting **your** claim please ensure that **you** include a detailed repair invoice along with the following original documentation:

- job card;
- diagnostic print-outs (star test);
- receipt,
- roadside assistance paperwork (where applicable).

For any enquiries please call **smart Warranty Services** on 0345 641 9759.

Please retain a copy of the repair invoice and the original service records for **your** own safekeeping as **we** will be unable to return these to **you**. **Your** claim will then be processed and reimbursed to **you** in pounds sterling at the rate of exchange for the relevant currency at the time of the repair, providing that **your** claim is valid.

We will not pay more than the equivalent **UK** rates for the manufacturer's list price for parts and official labour times/costs which are necessary to repair or replace covered components.

If **you** are VAT registered **you** will remain responsible for settling the VAT content of any claim separately.

5. smart Assistance

smart Assistance provides you with the following assistance services and benefits for motoring emergencies to aid you in the event of a covered breakdown/immobilisation of the insured vehicle in the UK or Continental Europe as set out in this section of this document.

5.1 What To Do If You Need Assistance

If you require help, please do not attempt to make your own arrangements as reimbursement cannot be made to you retrospectively.

Please contact smart Assistance with the following details:

- location of your vehicle;
- registration number of your vehicle;
- a contact telephone number;
- description of problem.

When in the UK call 0800 587 9830.

When in Continental Europe call +44 208 603 9576.

All calls to smart Assistance may be recorded. This will assist us in confirming details of a call that may be incomplete or unclear.

5.2 European Autoroute Restrictions

If assistance is required on a French Autoroute or on certain Autoroutes in Continental Europe, you must use the official SOS boxes at the side of the road to arrange initial assistance or recovery. As these roads are privatised, neither smart Assistance nor any other assistance organisation is allowed to assist you on these

roads.

Once the insured vehicle has been recovered from the Autoroute, you should contact smart Assistance and we will make any further arrangements for you and inform you how to reclaim costs incurred for recovery from the Autoroute.

5.3 smart Assistance Benefits In The UK & Continental Europe

5.3.1 Home & Roadside Assistance

In the event of a breakdown/immobilisation of the insured vehicle due to mechanical or electrical failure, whether at home or elsewhere, smart Assistance will arrange assistance for you. If the problem cannot be resolved at the roadside, we will pay for the costs of taking the insured vehicle to the nearest official smart retailer.

Either

5.3.2 Car Hire

In the event that, following assistance by smart Assistance, the insured vehicle cannot be repaired we will, whenever possible, organise and pay for a replacement vehicle up to a maximum of 2 days. The rental provider will need to see your valid driving licence and you will be asked for a deposit to cover petrol charges and any additional days hire. You will also be responsible for the claims damage waiver on the hire car.

Or

5.3.3 Onward Travel/Hotel Accommodation

As an alternative to a hire car, if the insured vehicle cannot be repaired following assistance we will, whenever possible, organise and pay for you and the beneficiaries to continue your journey or return home by the most appropriate means with expenditure up to £50 (inc. VAT per case). Alternatively, if overnight accommodation is a more practical option, we will pay for the cost of one night's bed and breakfast accommodation for you and the beneficiaries up to a maximum of £100 (inc. VAT) per beneficiary. This applies only if the accommodation costs incurred are over and above those that would have been payable had the insured vehicle not been immobilised.

5.3.4 Secure Storage

If the insured vehicle has to be stored following recovery by smart Assistance, we will pay for the cost of overnight storage prior to delivery to an official smart retailer the following working day.

5.3.5 Accident Recovery

In the event of a breakdown/immobilisation of the insured vehicle due to a road traffic accident, we will arrange and pay for the recovery of the insured vehicle to the nearest official smart retailer or official smart bodyshop.

5.3.6 Vehicle Redelivery

Provided that the **insured vehicle** has been recovered by **smart Assistance** to an official smart retailer which is located in excess of 30 miles from **your** home address, **we** will arrange for the **insured vehicle** to be returned to **your** home address.

5.4 smart Assistance Exclusions

smart Assistance will not assist or reimburse **you** or **your beneficiaries** in the event of a call for assistance or claim caused by, arising from or in connection with the following:

1. Any loss, theft, damage, death, bodily injury, cost or expense that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this policy.
2. Ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel.
3. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.
4. War, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
5. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
6. Any costs covered under any other warranty, guarantee, insurance or cover.
7. Accident or injury either through voluntary non-observance of the laws of the land in which the **beneficiary** is travelling or the practice of activities not authorised by the local authorities.
8. The cost of replacement parts.
9. Damage or injury intentionally caused by **you** or a **beneficiary** or resulting from participation in a criminal act or offence.
10. The **beneficiary/beneficiaries** or any other third party organising any of the services detailed in this policy without first having authorisation from **smart Assistance** and a file number.
11. Any costs that would have been payable normally by **you** or the **beneficiaries**, such as fuel, congestion or toll charges.
12. Charges for specialist recovery or charges incurred by **us** where the **insured vehicle** is not being used on a public highway when the **breakdown/immobilisation** occurred where the **insured vehicle** was not accessible using **our** standard recovery equipment.
13. **Breakdown/immobilisation** which happens outside the **area of cover**.
14. Any costs incurred after the **insured vehicle** has been repaired and is available to be driven.
15. Any sundry expenses resulting from an incident claimed for under this section for example telephone or mobile phone calls, faxes, food and drink.
16. Faulty repairs, incorrect servicing or failure to have the **insured vehicle** serviced in accordance with the manufacturer's specification.

6. General Terms & Conditions

These conditions apply to all sections of your smart Extended Warranty and you must meet them before we make a payment.

6.1 Information You Need to Tell Us

There is certain information that we need to know as it may affect the terms of the insurance cover we can offer you.

You must, to the best of your knowledge, give accurate answers to the questions we ask when you buy your smart Extended Warranty. If you do not answer the questions truthfully it could result in your policy being invalid and could mean that all or part of a claim may not be paid.

If you think you may have given us any incorrect answers, or if you want any help, please call 0345 641 9758 as soon as possible and we will be able to tell you if we can still offer you cover.

6.2 Claims – Your Duties

If a claim occurs you must comply with the relevant claims procedures described in this document as soon as you can.

6.3 Claims – Our Rights

We can take over and carry out the defence or settlement of any claim. After we have made a payment, we can pay to take legal action to get back any payment we have made under this insurance.

If we want to, we will examine the insured vehicle and will test damaged components.

6.4 Looking After Your Vehicle

You must take all reasonable steps to safeguard the insured vehicle against breakdown/immobilisation and/or mechanical or electrical failure.

6.5 Fraud

If you or any beneficiary claiming under this insurance makes a claim that is false or dishonest in any way, this insurance will not be valid and you will lose all benefits under it.

6.6 Salvage

If we are going to settle your claim by replacing your vehicle or by paying you the purchase price, your vehicle will become our property. If your vehicle has a personalised registration you may retain this subject to DVLA rules and regulations.

This policy is available in large print and Braille. Please phone 0345 641 9758.
We will be pleased to organise an alternative for you.

6. Change Of Address Form

Vehicle Details:

Registration Number: _____

Chassis Number (VIN): _____

Driver Details:

Title: Mr/Mrs/Miss/Ms/Other _____ Initials: _____

Surname: _____

House Name/Number: _____

Street: _____

Town: _____

County: _____ Post Code: _____

Tel. Mobile: _____

Tel. Home: _____

Email: _____

Company Details: (Please complete this section for a company vehicle only)

Company Name _____

Address: _____

Town: _____

County: _____

Post Code: _____

Please complete the details and send to the following address.

smart Warranty Services
PO Box 1183
Croydon
CR9 1HR.

Alternatively, **you** can email
smartwarrantysales@allianz-
assistance.co.uk

or visit **your** local smart retailer.

8. Transfer Of Ownership Form

Vehicle Details:

Registration Number: _____

Chassis Number (VIN): _____

Current Mileage: _____

Current Owner Declaration:

I (name) _____

hereby give notice that I wish to transfer the balance of my smart Extended Warranty to the new owner detailed below.

Signature: _____

New Owner Details:

Title: Mr/Mrs/Miss/Ms/Other _____ Initials: _____

Surname: _____

House Name/Number: _____

Street: _____

Town: _____

County: _____ Post Code: _____

Tel. Mobile: _____

Tel. Home: _____

Email: _____

If **your** car is sold to a **private individual**, the remaining cover may be transferred to the new owner providing that the registration fee of £25 is paid (please make **your** cheque payable to **smart Warranty Services**). Cover will not be transferred until the payment has been made. Please note that this form must be signed by the existing policyholder named on the **confirmation of cover letter**.

Please send the completed form to:

smart Warranty Services
PO Box 1183
Croydon
CR9 1HR.

Notes

Notes

Notes

Notes

This insurance product is underwritten by AWP P&C SA and administered by AWP Assistance UK Ltd, trading as smart Warranty Services, 102 George Street, Croydon CR9 6HD. AWP Assistance UK Ltd are authorised and regulated by the Financial Conduct Authority (FCA).

AWP P&C SA is duly authorised in France and the United Kingdom, and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority.

AWP Assistance UK Ltd will act as an agent for AWP P&C SA for the receipt of customer money, settling claims and handling premium refunds.