



momentum

Optimum MOT Cover

# Optimum MOT Cover

Administered by Momentum Warranties Ltd

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Optimum MOT Cover is in addition to **Your** legal rights and does not affect such rights if the goods are not of merchantable quality or are unfit for the purpose intended or not as described.

## Optimum MOT Cover

This is **Your MOT Dealer Guarantee** wording, which **You** should keep in a safe place. **Your** booklet shows what **You** are covered for and what is not included within the coverage of this **Dealer Guarantee**. Please read this document carefully as it is important that **You** understand the cover provided. This should be read in conjunction with **Your Guarantee Schedule**.

### MOT Cover

The cover contains details of what is covered, what is excluded and the conditions which apply. The MOT Product is intended to pay the **Repair Costs** incurred as a result of a covered component being cited as a reason for the **VT30** being issued to **Your Vehicle** as shown on the **Guarantee Schedule**.

### Period of Cover

MOT cover is provided for the **Vehicle** detailed on **Your Dealer Guarantee**. Cover starts 30 days prior to and finishes 30 days after the **MOT test date** as shown **Your Guarantee Schedule**.

### Definitions

Certain words are shown in bold type and begin with a capital letter. Where we explain what a word means, that word will have the same meaning wherever it is used this wording.

### Administrator

Momentum Warranties Ltd: P.O. Box 246, Newcastle Upon Tyne, NE12 2AE.

### Claim Limit

The maximum amount payable under this **Dealer Guarantee** shall not exceed £500 (Inc Vat). The **Claims Excess** as detailed on **Your Guarantee Schedule** will form the first part of any claim and is payable by **You**.

### Claims Excess

means the first amount, as detailed on **Your Guarantee Schedule**, of each claim payable by the **Vehicle** owner to the **Repairer**.

### Geographical Limits

means the area in which this **Dealer Guarantee** is effective and are Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Dealer Guarantee

means the MOT cover issued to **You** by the Motor Dealer in the form of this **Dealer Guarantee** wording.

### Guarantee Schedule

means the schedule issued by the Motor Dealer to **You** as evidence of cover under this **Dealer Guarantee**.

### MOT Test date

The date on which the **Vehicle** MOT test is required and detailed on the **Guarantee Schedule**.

### Repairer

means a Ministry of Transport testing station which has been authorised by The Vehicle & Operator Services Agency to offer an MOT Testing service on behalf of the Secretary of State for Transport.

### Repair Cost

means the reasonable cost of repair for the rectification of faults cited on the **VT30**.

### Vehicle

A **Vehicle** under 7 yrs / 70,000 miles detailed on a **Guarantee Schedule** declared to the **Administrator**.

### VT20

means the MOT Certificate (VT20) issued by the **Repairer**.

## **VT30**

means the notification of refusal to issue a MOT Certificate issued by the **Repairer** should the **Vehicle** fail to meet the requirements of the MOT Test.

## **Wear and Tear**

means the gradual deterioration associated with normal use and age of the **Vehicle** and its components.

## **Worn Out**

means components, which have reached the end of their normal effective working lives because of age and/or usage.

## **You / Your**

means the vehicle owner as detailed on the **Guarantee Schedule**.

## **What is Covered**

We shall provide the cover detailed below where a **VT30** (Notification of refusal to issue a MOT Certificate) is issued and lists one of the following items as the reason for not issuing a **VT20**. Cover under this **Dealer Guarantee** is limited to 30 days prior to and 30 days after the **MOT test date** as shown on the **Guarantee Schedule**.

Liability in respect of **Your Vehicle** will be limited to the **Claim Limit**, claims will only be reimbursed following authorisation by the **Administrator** and the submission of the **VT20, VT30** and repair invoice. **You** are responsible for the payment of any **Claims Excess** to the **Repairer**.

**IMPORTANT:** It is essential that an authority number be obtained from the **Administrator** before any repairs commence **Tel: 0844 770 4541**

**IT IS NOT POSSIBLE FOR THE ADMINISTRATORS TO AUTHORISE A CLAIM WITHOUT ISSUING A SPECIFIC CLAIMS AUTHORITY NUMBER.**

## **Lighting Equipment**

Headlamps, front and rear side lamps, number plate illumination lamp, headlamp aim, stop lamps, rear reflectors, rear fog lamps, hazard warning lamps and control, direction indicator control, fog lamp on/off indicator.

## **Steering and Suspension**

Steering control, steering mechanism and system, power steering, transmission shafts, wheel bearings, front and rear suspension and shock absorbers, suspension drag link, track rod ends, suspension springs, wishbones, swivel joints, suspension mountings, sub frame.

## **Brakes**

Master cylinder, wheel cylinders, calipers, load compensator, ABS modulator/sensors, electronic control unit, hoses / cables.

## **Seats and Seatbelts:**

The condition and operation of all seats, seatbelts, pre-tensioners and seatbelt mountings.

## **General**

Carburettor, fuel injection, engine management unit or sensor replacement directly as a result of calibration failure to meet MOT exhaust emission standards, horn, speedometer, and speed limiter, windscreen wipers and washers, (excluding wiper blades and rubbers). NB. Tuning and adjustments only if necessary to meet MOT exhaust gas emission standards.

## Claim Limit

The maximum amount payable under this **Dealer Guarantee** is £500 (Inc Vat). The first amount as detailed on the **Guarantee Schedule** of any claim will form the basis of a **Claims Excess** payable by **You**.

## Exclusions

The following items are excluded from cover:

1. MOT test & retest fee.
2. Accident or structural damage, rust or corrosion.
3. Windscreen replacement or repair.
4. Items subject to fair **Wear and Tear** such as tyres, brake pads discs etc.
5. The **Claims Excess** amount as detailed on the **Guarantee Schedule**.
6. Components other than those specifically listed in the "What is covered" section of this **Dealer Guarantee**.
7. Components which are not cited as failed on the **VT30**, but which are replaced during the course of the repair.
8. Advisory items noted on **VT30**.
9.
  - (a) Occurring during the warranty or guarantee period of any manufacturers or the **Dealer's Excess Period** (if any) or where faults have developed during such period prior to the commencement of the **Period of cover** (provided they were evident at that time) and which have not been completely rectified.
  - (b) Resulting from any modification to the **Vehicle** or the substitution of components by non-standard components or equipment not approved by the manufacturer of the **Vehicle**.
  - (c) If the mileometer has been altered or disconnected or inoperative resulting in the misrepresentation of the **Vehicle's** actual mileage.
  - (d) Caused by or arising from:
    - (i) Overheating, corrosion or the gradual reduction in operating performance commensurate with the age and mileage covered by the **Vehicle**. This includes, but is not limited to: (a) the gradual loss of engine compression necessitating the repair of valves or rings (b) gradual increase in oil consumption due to normal operating functions.
    - (ii) The use of a grade of fuel not recommended by the manufacturer of the vehicle or the ingress of foreign matter into fuel, lubricants or cooling system. The use of inadequate or improper antifreeze protection.
    - (iii) Routine servicing maintenance or repair of the **Vehicle** or from negligence, abuse or willful damage.
    - (iv) The subjecting of the **Vehicle** to a load greater than that permitted by the manufacturer's recommendations.
    - (v) fire, self-ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped there from or any extreme cause.

- (vi) Any road traffic accident or collision.
  - (e) Involving components subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design defect.
  - (f) Directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, riot, civil commotion, strikes, lockout, confiscation or detention by customs or other officials or authorities, malicious intent or vandalism.
  - (g) Directly or indirectly caused by or contributed to by or arising from:
    - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - (ii) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - (h) occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
    - (i) Fuel, anti-freeze, hydraulic fluids, grease or oils.
    - (j) Cost incurred in routine servicing or repairs.
    - (k) Liability, which attaches to the **You** by virtue of an agreement but which would not have attached in the absence of such agreement.
10. Any **Vehicle** owned by a garage or its associated companies or by the proprietor of such garage or associated companies or by an employee or relative of such proprietor or component breakage occurring whilst the **Vehicle** is in the custody or control of such persons.
  11. Any liability for death, bodily injury or loss of or damage to property other than the covered Components detailed or loss of use or any consequential loss of whatsoever nature.
  12. Non-compliance with the conditions relating to the servicing of the **Vehicle**.
  13. The following vehicles are excluded from cover All American, Australian and Canadian vehicles (unless built for the UK market), Stretched limousines, Aston Martin, Bentley, Bristol, Bugatti, Caterham, Daimler 12 cylinder models, De Tomaso, Electric or hybrid powered vehicles, Ferrari, Ford Cosworth models, Honda NSX, Hummer, Jaguar vehicles over 4000cc, Kit Cars, Lamborghini, Lancia Delta Integrale/8.32 Models, LCC Rocket, Lexus SC430 AND LS models, Mercedes S class and AMG models, Lotus, LPG powered vehicles, Marcos, Maserati, McLaren F1, Mitsubishi 3000 GT, Morgan, Nissan 300ZX/Skyline, Noble M10, Panther, Porsche, Rolls Royce, Rotary engine vehicles, Subaru SVX, TVR, Venturi, Westfield (Unless with the express permission of the Administrator and after the payment of the appropriate additional charges). Service vehicles (police ambulance etc), vehicles used for hire & reward, taxis, vehicles, or vans with a carrying capacity exceeding 35cwt, or to vehicles used in any sort of competitions, rallies, pace making or off road use.

## General Conditions

**You** must comply with the following conditions, If **You** do not comply with them the **Administrator** may: cancel this **Dealer Guarantee**; refuse cover in connection with this **Dealer Guarantee** or reduce the amount of any claim payment.

1. **Your Dealer Guarantee** must be registered with the **Administrator**
2. **You** must not continue to drive the **Vehicle** after any damage or incident has occurred if this could cause further damage.
3. **Your Vehicle** must have at least 90 days of its current MOT remaining, or in the case of **Vehicles** which are less than 3 years old, be more than 90 days from its first MOT date at the time this **Dealer Guarantee** is registered with the **Administrator**.
4. In order for a claim to be considered the **Vehicle** must have been serviced in accordance with the servicing requirements detailed in the manufacturers service handbook.
5. At the time this **Dealer Guarantee** is registered with the **Administrator Your Vehicle** must be:
  - under seven years old
  - have covered less than 70,000 miles
6. **Fraud -You** must not act in a fraudulent manner. If **You**, or anyone acting for **You**,
  - Make a claim 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** wilful act, or with **Your** connivance,

Then:

- We shall not pay the claim
- We shall not pay any other claim which has been made or will be made under this **Dealer Guarantee**
- We may at **Our** option declare this **Dealer Guarantee** void
- We shall be entitled to recover from **You** the amount of any claim already paid under this **Dealer Guarantee**
- We shall not make any return of **Payment**
- We may inform the police of the circumstances

## Cancellation

**We** may cancel this **Dealer Guarantee** by sending 14 days notice in writing direct to **You** by recorded delivery to **Your** registered address. You may cancel this **Dealer Guarantee** by sending 14 days' notice in writing to the **Administrator** by recorded delivery, if **You** cancel this **Dealer Guarantee** there is no refund of **Payment**.

## Governing Law and Jurisdiction

This **Dealer Guarantee** shall be governed by and construed in accordance with the Law of England and Wales unless **Your** habitual residence is located in Scotland in which case the law of Scotland shall apply.

## How to make a Claim

Arrange for the **Repairer** to contact the **Administrator** by telephoning **0844 770 4541** within seven working days of the date of issue of the **VT30** to obtain a claims authorisation number for the repairs.

The **Repairer** will need to provide the following documents to the **Administrator** in order to process a claim:

- (a) A copy of the previous MOT certificate (**VT20**)
- (b) Copy of the **VT30** (Refusal to issue to MOT Certificate)
- (c) The MOT **Guarantee Schedule**.
- (d) Repair Invoices

## Claims Conditions

1. **You** must follow the **Claims Procedure** in order to have the full protection of this **Dealer Guarantee** provided. If **You** fail to comply with the **Claims Procedure**, we may at **Our** option cancel the benefit under this **Dealer Guarantee**, refuse to deal with a claim, or reduce the amount of the claims payment.
2. Repair or Replacement Authorisation - Should permission be given to the **Repairer** to commence work, without an authorisation number being obtained from the **Administrator**, **You** do so in the full knowledge that **We** reserve the right not to meet the claim because **You** have denied us our right under this **Dealer Guarantee** to inspect the **Vehicle** and its components prior to its repair.
3. Use of Engineers - The **Administrator** may instruct an independent engineer to:
  - a. inspect the **Vehicle** before authorising any claim; or
  - b. inspect any **components** which have been removed.

**Note:** We do not accept responsibility for faults in workmanship or materials in repairs paid for by us.

## Payment

**We** will make payment directly to the **Repairer** up to the authorised **Repair Cost**. **You** are responsible for payment of the **Claims Excess** as detailed on the **Guarantee Schedule** and any costs incurred in excess of or outside the cover provided under this **Dealer Guarantee**.

## Complaints and Arbitration

In the event of a dispute occurring under this **Dealer Guarantee** enquiries should be made to the **Administrator** at the following address:

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

**Tel: 0844 770 4541**

Email: [admin@momentumwarranties.co.uk](mailto:admin@momentumwarranties.co.uk)

Please ensure **Your Dealer Guarantee** number is quoted in all correspondence to assist a quick and efficient response.