

**carsimple.**

# Car & Van Warranty

📅 UNDER 12 YEARS OF AGE

🕒 UNDER 230,000 KM



# Welcome to Car Simple.

**Thank you for selecting our Extended Warranty Insurance Policy. By choosing this insured product, you've aligned yourself with the premier provider in the Irish market, ensuring confidence in your decision.**

At the heart of our service is a commitment to customer satisfaction. Our warranty policy has been meticulously crafted and continuously improved based on valuable feedback from our customers over the years.

This warranty is tailored to keep your vehicle on the road, offering comprehensive parts and labour coverage along with numerous other benefits to help maintain your investment.

It's essential for you to understand the details of your warranty, so we encourage you to read each page carefully.

While we hope your vehicle provides trouble-free service, rest assured that we're here to assist in the event of any issues.

Drive Safely



Jason Evans  
CEO

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# 01 Definitions

## Definitions

### Administrator

CarSimple trading as Simple Insurance Limited, 12 Merrion Square North, Dublin 2, D02 H798. Simple Insurance Limited is authorised and regulated by The Central Bank of Ireland, firm Reference No.C89996. You can check Simple Insurance Limited's details on the Central Bank of Ireland's Register from the Central Bank website [www.centralbank.ie](http://www.centralbank.ie).

### Agreement

Agreement between the parties listed in the Schedule for the provision of the Mechanical Breakdown Warranty described in the Agreement.

### Autodata

Supplier of vehicle technical and repair times data provided under licence from over 160 manufacturers.

### Betterment

For the purpose of this Policy, the insurer understands "Betterment" to be a term used to describe the degree of improvement to a component(s) or vehicle from its pre-claim condition, whereby the Extended Warranty Policy Holder has directly gained from any repair resulting from an authorised claim. Any such Betterment will be the sole responsibility of the Extended Warranty Policy Holder including any applicable VAT.

### Claim Limit

Is the maximum amount that can be claimed on each individual claim inclusive of VAT as stated on the Schedule.



### Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

### Electronic Data

Facts, concepts and information stored to form usable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

### G.V.W.

Gross Vehicle Weight.

### I.C.M.E.

The Institute of Consulting Motor Engineers.

### Individual Claim

An individual claim is defined as all faults present in the vehicle at any one time.

### Indemnity

The sole purpose of this Policy is to indemnify the Extended Warranty Policy Holder in the event of Mechanical Breakdown of the insured Vehicle as stated on the Warranty Certificate. The Insurer's liability shall be only the actual failed parts required to return the Vehicle to its pre-claim condition. This is not a service or maintenance policy.

### Insurer, Us, Our, We

Fortegra Europe Insurance Company Ltd (Malta company registration number C 84703), with registered office at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta, are authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business, are regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, and by the Central Bank of Ireland for conduct of business rules. Additional details on the extent of Fortegra Europe Insurance Company Ltd's authorisation are available on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

### Mechanical Breakdown

The sudden and unforeseen failure of a component, arising from any permanent mechanical or electrical defect, (for a reason other than wear and tear, normal deterioration or negligence) causing sudden stoppage of its function, necessitating immediate repair or replacement of the component before normal operation can be resumed.

### Maximum Claim Limit

The maximum amount payable during the period of Your Warranty which shall not exceed the retail value of the Vehicle.

### Schedule

The Schedule attached to this Agreement providing details of Your Vehicle, Claim Limit and duration of Your Warranty.

### Vehicle

The Vehicle specified in the Schedule being less than 3.5 tonnes and being designed to carry no more than 8 people including the driver.

### Warranty

The Warranty provided in relation to the Vehicle specified in the Schedule and subject to the Terms and Conditions on page 24-25 and the other terms of this Agreement.

### Wear and Tear

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

### You/Your/The Insured

The Policy holder as registered with Us.



# 02

## About your cover

## Overview

This insurance is arranged by Simple Insurance Limited and underwritten by Fortegra Europe Insurance Company Ltd.

Simple Insurance Limited is authorised and regulated by The Central Bank of Ireland, firm Reference C89996. You can check Simple Insurance Limited's details on the Central Bank of Ireland's Register from the Central Bank website [www.centralbank.ie](http://www.centralbank.ie).

Fortegra Europe Insurance Company Ltd (Malta company registration number C 84703), with registered office at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta, are authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business, are regulated by the Malta Financial Services. Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, and by the Central Bank of Ireland for conduct of business rules.

Additional details on the extent of Fortegra Europe Insurance Company Ltd's authorisation are available on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

Fortegra Europe Insurance Company Ltd does not have a direct or indirect holding in the Administrator, and neither does the Administrator have a direct or indirect holding in Fortegra Europe Insurance Company Ltd.

## Certificate Of Insurance

### The agreement

This insurance is an Agreement between You, the Insured, named on the Warranty Certificate, and Fortegra Europe Insurance Company Ltd as the Insurer.

### What is covered by your policy

The sole purpose of this Policy is to indemnify You against the unforeseen Mechanical Breakdown of the specifically listed parts under the level of cover defined on Your warranty schedule. The Policy type, duration and maximum Indemnity will be those selected and as stated on the Warranty Certificate. No claim for payment can be released until the Administrator has received the Policy premium in full.

### Law applicable to this policy

The parties to this Insurance cover can choose the law that applies to it. In the absence of any written agreement to the contrary, the laws of the Eire will apply.

## How To Contact Us

Contact Car Simple using one of the methods below:



### By email

Customer services:  
**info@carsimple.ie**  
or;



### By telephone

Customer services:  
**015 31 3000**  
or;



### By writing

Simple Insurance Limited  
**12 Merrion Square North,  
Dublin 2, D02 H798**

# 03

## Terms and conditions

## Terms and Conditions

### Policy document

The Policy document sets out exactly what is covered and not covered under the insurance, how to make a claim and other important information, and;

### Policy schedule

The Schedule sets out the details of You, Your Vehicle, the Period of Insurance and the Claim Limit. You should read the Policy Document and Policy Schedule together. Certain words have special meanings. These are listed under "Definitions" and where they appear in the Policy Document they are shown with a capital letter.

### Cancelling the policy

If You decide that for any reason, this Policy does not meet Your insurance needs then please contact the Administrator within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, We will then refund Your premium in full. You may cancel the insurance cover after 14 days by informing the Administrator however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address. Valid reasons may include but are not limited to:

- Where We reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- You have not taken reasonable care to provide accurate and complete answers to the questions We ask.

If We cancel the policy and/or any additional covers You will receive a refund of any premiums You have paid for the cancelled cover, less a proportionate deduction for the time We have provided cover. Where Our investigations provide evidence of fraud or misrepresentation, We may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when You provided Us with incomplete or inaccurate information.

This may result in Your policy being cancelled from the date You originally took it out and We will be entitled to keep the premium. If Your policy is cancelled because of fraud or misrepresentation, this may affect Your eligibility for insurance with us, as well as other insurers, in the future.



### Basis of advice

The Administrator (Simple Insurance Limited) and the Insurer do not provide advice or a personal recommendation about the suitability of this Policy. It is Your responsibility to ensure the Policy meets Your needs. Please check that the information contained in the Policy Schedule is correct and that it meets Your requirements. If it doesn't, please contact the supplying dealer or the Administrator.

Please read these terms and conditions carefully, in conjunction with the Policy Schedule and Statement of Suitability, and make sure You understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the Policy becoming void.

# 04

## Applicable to all cover levels

## Applicable to all cover levels

Each policy should be read in conjunction with the information below, Your policy schedule and with the terms and conditions. It is Your responsibility to familiarise yourself with the policy and its wordings, and to check Your contact and Vehicle details are correct as per the schedule. We offer 4 levels of cover. Each policy should be read in conjunction with the information below, Your policy schedule and with the terms and conditions. It is Your responsibility to familiarise yourself with the policy and its wordings, and to check Your contact and Vehicle details are correct as per the schedule.

### Air conditioning & climate control systems

Within the claim limits where the replacement of an included component requires re-gassing of the system, a maximum of €80 (plus VAT) will be contributed (routine maintenance re-gassing is not included). For vehicles which require R1234YF gas, a maximum claim limit of €150 (plus VAT) will be contributed.

### Casings

Should the failure of a covered component result in damage to any associated casing, the replacement will constitute part of the claim (within the Policy Claim Limit).

### Electric & hybrid vehicles

If You have an electric or hybrid vehicle the following components are excluded from cover unless selected as an option and the additional premium paid: Li-ion battery (EV battery), traction motor, traction motor inverter, VCM (vehicle control module), reduction gear, AC/DC converter, on-board charger.

### Excluded from cover

The following are excluded from cover unless specifically stated as covered within a policy:

- Air bag systems.
- After market audio equipment and communication systems.
- Antennas, aerial masts and motors.
- Bluetooth kits.
- Bodywork components, exterior trim, handles, hinges and check straps, mirrors and mirror assemblies, paintwork and cosmetic finishes, weather strips & seals.
- Burnt, sticking or pitted valves.
- Central locking remote-control units, door handles, door locks, locks, lock barrels, latches, keys and fobs.
- Damage occurring as a result of water ingress or flooding.
- Diesel particulate filters and sensors (unless selected as an option and the additional premium paid). Regeneration of the DPF unit is excluded unless required as part of an authorised sensor replacement.
- Exhaust systems and catalytic converters.
- General oil leaks, oil leaks as a result of failed seals or gaskets.
- Glass including heater elements, door mirrors and aerials.
- Headlights, lamps & bulbs, light fittings, tail lights & LED light units.
- Head pressure testing.
- Hybrid and EV Li-ion battery (unless selected as an option and the additional premium paid).
- Hybrid and EV Li-ion battery charging point, connector and cable.
- In-car entertainment systems (unless selected as an option and the additional premium paid).
- In-car navigation equipment (unless selected as an option and the additional premium paid).
- Interior trim, upholstery including seating frames/runners and adjustment mechanisms, glove box mechanisms.
- Mounts, brackets, washers and bolts (unless required as part of the installation of an authorised insured component).
- Pipes and hoses or adjoining connections or fittings.
- Seat belt systems.
- Service items including but not limited to: Brake drums/discs/pads/shoes, clutch frictional material, leads, glow plugs, spark plugs, wiper blades and arms, auxiliary belts (timing belts are covered, please see special notes within the servicing section of this booklet).
- Software updates.
- The adjustment or alignment of any component.
- Wear and tear, carbonisation of components, corrosion and seized components.
- Wheels and tyres.
- Wheel alignment (unless required as part of the installation of an authorised insured component).
- Wiring looms and connections, cables, wiring and fuses.

### Individual claim limit

Please refer to your policy schedule for the individual Claim Limit applicable to your policy.

### No Claim Period

There is a no claims period stipulated on your policy schedule, any faults which arise or develop before this time will not be covered under this warranty. This policy does not cover faults that relate to any pre-existing conditions.

### Number of claims

Within the period of insurance the number of claims are unlimited up to the Policy limits as set out on Your Warranty Certificate and not exceeding, in total, the retail value of the Vehicle.

### Oil seals & gaskets

Camshaft seals, front crank oil seal, drive shaft oil seals, gearbox rear seal, differential pinion oil seal and other seals and gaskets are only covered where removal of the engine, gearbox or differential unit is essential to effect an authorised repair (within the Policy Claim Limit).

### VAT

Where You are VAT registered the VAT element will be the Extended Warranty Policy Holders liability.

### Working materials

Where an authorised repair requires the replacement or topping up of oils, anti-freeze or other fluids, or replacement of the oil filter, these will also constitute part of the claim (within the Policy Claim Limit) provided the Vehicle is not within 1000 miles of its next due service. External oil leaks are specifically excluded.



It is essential that an authority number is obtained from Car Simple Claims Department before any repairs commence. Your Warranty Certificate will clearly set out the Policy Claim Limit.



# 05 Cover levels

## Premier Complete

### Components covered by the warranty

All mechanical and electrical components of the Vehicle that were manufacturer's original fitments are covered against mechanical or electrical failure due to sudden and unexpected circumstances, with the exception of those listed in the Components Not covered by the warranty section below.

### Additional covered components

- Air conditioning and climate control systems.
- Catalytic converters (up to 160,000 km).
- 12V main and 12V auxiliary batteries are covered.

### Optional covered components

The following components are covered only if selected on the schedule:

- Diesel particulate filters, components & sensors.
- Hybrid and Electric Vehicle component cover (see page 11).
- Hybrid Li-ion battery (Hybrid and electric Vehicle battery) up to 7 years / 130,000 km.
- In car entertainment systems (original manufacturers equipment only).
- Satellite navigation unit (original manufacturers fitment only).

### Components NOT covered by the warranty

- Those regarded as service items or components which require periodic replacement.
- Stretched timing chains are excluded from cover.
- Exclusions listed on page 11 of this warranty booklet.

### Timing belts

Timing belts are included providing that the last due change of belt has taken place as specified by the manufacturer's schedules (proof required). Damage subsequently caused if the timing belt has not been changed as specified by manufacturer is specifically excluded.

### Wear and tear

This Policy will cover Your Vehicle against mechanical or electrical failure as a result of Wear and Tear (defined as the expected gradual reduction or deterioration in operating performance and/ or function of any covered part due to the age and/or mileage and/or usage of the Vehicle). In certain circumstances this results in Your Vehicle being in a better condition than it was before the Breakdown. The table below shows the amount We will pay if Your Vehicle has covered more than the stated mileage since the date of first registration at point of Breakdown.

MILEAGE	PARTS	LABOUR
Up to 100k km	100% Parts	100% Labour
101k - 120k km	90% Parts	100% Labour
121k - 135k km	80% Parts	100% Labour
136k - 150k km	70% Parts	100% Labour
151k - 170k km	60% Parts	100% Labour
Over 171k km	50% Parts	100% Labour



The contribution requirement applies only to parts which have failed from Wear and Tear. Any valid claim with parts not deemed to have failed from Wear and Tear will be paid in full.

## Premier Plus

### Components covered by the warranty

All mechanical and electrical components of the Vehicle that were manufacturer's original fitments are covered against mechanical or electrical failure due to sudden and unexpected circumstances, with the exception of those listed in the Components Not covered by the warranty section below.

### Additional covered components

- Air conditioning and climate control systems.
- Catalytic converters (up to 160,000 km).
- 12V main and 12V auxiliary batteries are covered.

### Optional covered components

The following components are covered only if selected on the schedule:

- Diesel particulate filters, components & sensors.
- Hybrid and Electric Vehicle component cover (see page 11).
- Hybrid Li-ion battery (Hybrid and electric Vehicle battery) up to 7 years / 130,000 km.
- In car entertainment systems (original manufacturers equipment only).
- Satellite navigation unit (original manufacturers fitment only).

### Components NOT covered by the warranty

- Those regarded as service items or components which require periodic replacement.
- Stretched timing chains are excluded from cover.
- Exclusions listed on page 11 of this warranty booklet.

### Timing belts

Timing belts are included providing that the last due change of belt has taken place as specified by the manufacturer's schedules (proof required). Damage subsequently caused if the timing belt has not been changed as specified by manufacturer is specifically excluded.

### Dual mass flywheels

With normal Wear and Tear, in certain circumstances this results in Your Vehicle being in a better condition than it was before the Breakdown. In the case of Dual Mass Flywheels the amount Car Simple will pay for a successful claim is dependent on the vehicle mileage at the Date of Loss. Car Simple will contribute the following towards the replacement of the Dual Mass Fly Wheel (the clutch will be provided as part of the kit).

MILEAGE	PARTS	LABOUR
Under 100,000 km	100% Parts	100% Labour
Between 100,000km & 150,000 km	50% Parts	50% Labour
Between 150,000km & 200,000 km	25% Parts	25% Labour
Over 200,000 km	25% Parts	NIL% Labour



Any amount above these contribution levels will be need to be paid directly by You to the Repairer.

## Premier Cover

### Components covered by the warranty

The following specifically listed components and their associated labour costs are covered against Mechanical Breakdown, provided that the Terms and Conditions of this Policy are fully complied with. Unless listed below, all other parts are excluded.

### Air conditioning

Factory fitted air conditioning systems are included (Excluding: Pipes, unions, wiring and receiver drier). Re-gassing is covered only where the replacement of an included component requires re-gassing of the system. A maximum value of €80 plus VAT will be contributed within the claim limits. (Routine maintenance re-gassing is not included).

### Anti lock brake system (ABS)

Factory fitted anti-lock braking systems are covered. (Excluding: Wiring and connection faults).

### Braking

Brake master cylinder, electric callipers, wheel cylinders, brake vacuum pump, vacuum servo, brake bias / restrictor valve. (Excluding corroded or seized components).

### Clutch

Release (thrust) bearing, Centric Slave Cylinder, Slave Cylinder, centre plate (including oil contamination - centre plate only) and pressure plate.

### Cooling

Engine thermostat, water pump, thermostat housing, viscous fan coupling, engine oil cooler, heater matrix, radiator and expansion tank.

### Driveline

Front and rear wheel drive vehicles: Open drive shafts including constant velocity joints, universal joints and couplings, propshafts, propshaft carrier bearings, rear wheel drive half shafts, half shaft bearings. Includes front and rear transfer shafts on 4x4 vehicles (excluding gaiters, and viscous couplings and oil leaks).

### Electrical

12 volt main vehicle battery, alternator, body control module, central locking systems (excluding remote control & wiring), distributor, ECU (main engine control unit only), electric ignition module, electrical radiator fan & temperature sensor, electric sunroof motor and switch, electric window motors and switches, flasher relay, front windscreen washer motor, front windscreen wiper motor, fuel tank sender unit & electrical fuel pump, heater fan motor, horn, ignition coil, indicator and wiper switches (column stalks), rear windscreen washer motor, starter motor and rear windscreen wiper motor.

### Engine

All internal lubricated components, also including cylinder block, crankshaft, crank bearings, big end bearings, oil pump, con rods, gudgeon pins, small end bearings, pistons, piston rings, cylinder bores, cylinder head (excluding cracks), rocker shaft, rockers, hydraulic lifters, camshaft and cam followers, push rods, camshaft bearings, inlet and exhaust valves, valve springs, valve guides, cylinder head gasket, inlet manifold, timing gears, timing chains (excluding stretched timing chains), timing belt / timing chain tensioner, single mass flywheel and starter ring gear (excluding sticking valves and oil leaks) EGR Valves, EGR Coolers.

### Fuel system

Petrol Engines: Petrol injection pump. Diesel Engines: Low pressure supply pump, fuel shut off mechanism, hydraulic or electrical injection timing mechanism, manifold boost pressure compensator, altitude compensator, glow plug relay.

### Suspension and steering

Coil springs, steering rack and pinion, power steering rack, steering box, power steering box and idler box, power steering pump and reservoir, hydrostatic displacer units (excluding gaiters, oil leaks and balancing). Tracking is only covered if required during the installation of a covered component.

### Timing belts

Timing belts are included providing that the last due change of belt has taken place as specified by the Manufacturers schedule (proof required). Damage subsequently caused if the timing belt has not been changed as specified by the Manufacturer is specifically excluded.

### Transmission (manual gearbox)

All internal lubricated components, also including gears & gear clusters, speedo drive, selectors and shafts, synchromesh assemblies, bushes, ball and roller bearings, needle bearings and transfer gears (excluding oil leaks).

### Transmission (automatic gearbox)

All internal lubricated components, also including the governor, speedo drive, valve block, mechatronics unit, oil pump, gears, brake bands, servos, clutches, seals, shafts, bearings and bushes, modulator, torque converter, valve and transfer gears (excluding oil leaks).

### Transmission (4x4 transfer box)

The following internal mechanical components are included: Transfer gears, selectors, shafts, transfer shafts, needle and roller bearings, output shafts and bushes (excluding oil leaks).

### Transmission (4x4 differential)

The following internal mechanical components are included: 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, oil leaks).

### Turbocharger

The complete turbo unit including the wastegate and actuator are covered providing they are of original manufacturers equipment.

### Wheel bearings

Front and rear wheel bearings (excluding hubs).

### Dual mass flywheels

With normal Wear and Tear, in certain circumstances this results in Your Vehicle being in a better condition than it was before the Breakdown. In the case of Dual Mass Flywheels the amount Car Simple will pay for a successful claim is dependent on the vehicle mileage at the Date of Loss. Car Simple will contribute the following towards the replacement of the Dual Mass Fly Wheel (the clutch will be provided as part of the kit).

MILEAGE	PARTS	LABOUR
Under 100,000 km	100% Parts	100% Labour
Between 100,000km & 150,000 km	50% Parts	50% Labour
Between 150,000km & 200,000 km	25% Parts	25% Labour
Over 200,000 km	25% Parts	NIL% Labour



Any amount above these contribution levels will be need to be paid directly by You to the Repairer.

## Driveline Cover

### Components covered by the warranty

The following specifically listed components and their associated labour costs are covered against Mechanical Breakdown, provided that the Terms and Conditions of this Policy are fully complied with. Unless listed below, all other parts are excluded.

### Differential

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, oil leaks).

### Engine

All internal lubricated components, also including the cylinder block, crankshaft, crank bearings, big end bearings, oil pump, con rods, gudgeon pins, small end bearings, pistons, piston rings, cylinder bores, cylinder head (excluding cracks), rocker shaft, rockers, hydraulic lifters, camshaft and cam followers, push rods, camshaft bearings, inlet and exhaust valves, valve springs, valve guides, cylinder head gasket, inlet manifold, timing gears, timing chains (excluding stretched timing chains), timing belt/timing chain tensioner, single mass flywheel (excluding Dual Mass Flywheels) and starter ring gear (excluding sticking valves and oil leaks).

### Transmission (manual gearbox)

All internal lubricated components, also including gears & gear clusters, speedo drive, selectors and shafts, synchromesh assemblies, bushes, ball and roller bearings, needle bearings and transfer gears (excluding oil leaks).

### Transmission (automatic gearbox)

All internal lubricated components, also including the governor, speedo drive, valve block, oil pump, gears, brake bands, servos, clutches, seals, shafts, bearings and bushes, modulator, valve and transfer gears (excluding oil leaks).



# 06

## Additional benefits

## Additional benefits

### Continental use

The Policy has been extended to cover Mainland Europe and UK for personal trips to a maximum period of 60 consecutive days. Any Mechanical Breakdown occurring during continental use will be subject to parts/labour costs at Eire rates at the time. Car hire and recovery benefits shall not apply during continental use.

### Unlimited mileage

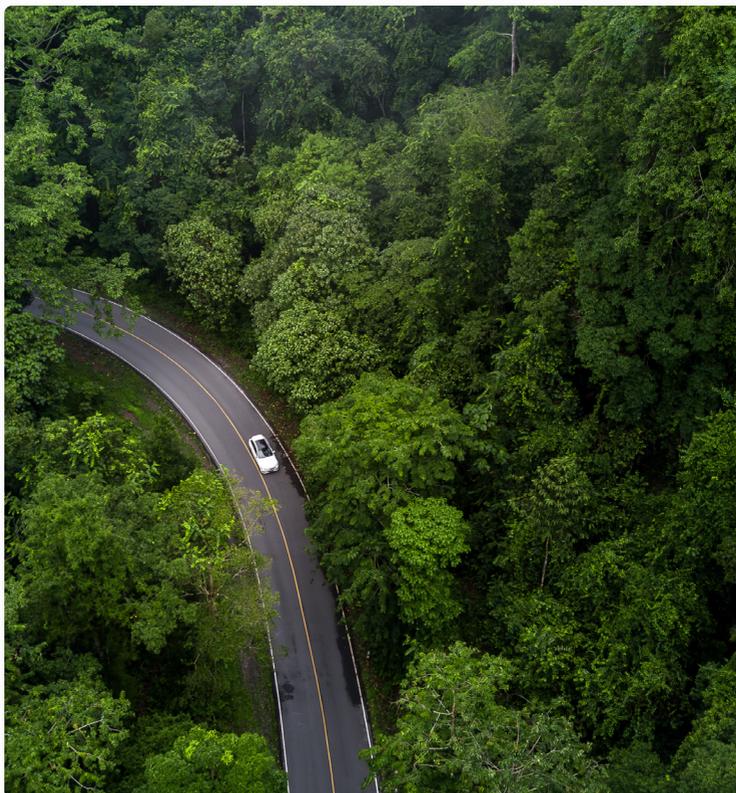
All Car Simple warranty products offer unlimited mileage cover for the duration of the policy. To avail of this benefit, you must adhere to the Servicing Requirements outlined on page 34 of this booklet.

### Vehicle hire

Should Your Vehicle require repair under this Policy and prior Authority has been given by the Administrator, We will pay a contribution of up to a total of €35 (including VAT) per day for a maximum of five days towards the cost of hiring a similar vehicle. Vehicle hire is only available for accepted claims where the agreed labour time exceeds 8 hours.

The contribution towards vehicle hire will be specifically excluded if the Vehicle is off the road and repairs are unable to commence or be completed due to the non-availability of parts or workshop facilities, or in the case of excessive labour charges.

Car hire expenses form a part of the overall claim amount and will be limited to the maximum Indemnity as stated on the Warranty Certificate. All payments under Additional Benefits are inclusive of VAT, and will only be considered on production of an original VAT receipt.



# 07 General exclusions

## General exclusions

The Insurer will not cover claims caused by, or arising from or in connection with the following:

1. Losses arising from manufacturer's defects, inherent design faults, recall campaigns, during or after the manufacturer's warranty period.
2. Any grey import vehicles.
3. Vehicles which have been modified or altered where the modification or alteration falls outside the approved manufacturer's specifications.
4. Any Vehicles used for competitions, pacemaking, rallies, off road use or use for a taxi, private hire, or by a driving school.
5. Loss or damage where the Insurer is unable to verify the actual mileage of the Vehicle at the time of the claim.
6. Routine maintenance operations and/or adjustments of any components.
7. Damage or loss which is recoverable under any other insurance or warranty.
8. Mechanical or electrical failure resulting from:
  - Overheating, frost, corrosion, flooding, impact, fire, abuse or neglect.
  - A defect which existed prior to the insurance taking effect.
  - Lack of coolant, lubricant or hydraulic fluids.
  - Incorrect servicing or faulty repair prior to the inception of the policy and during cover.
  - An incorrect grade of lubricants, fuel or hydraulic fluids.
  - Ingress of foreign matter into fuel, lubricants or the cooling system
  - Damage to uninsured components or any consequential damage or loss. Bodywork, channels and guides, check straps, cosmetic finishes, door locks, glass, handles, hinges, paintwork, trim, upholstery, weatherstrips and seals.



### Excluded vehicles

The following vehicles cannot be covered under this Extended Warranty insurance policy.

#### General

- Commercial vehicles over 3.5 tonnes GVW
- Taxis, Private hire & chauffeur, Military, Police, Ambulance and Fire Service vehicles.

#### Specific vehicles

AC, Aston Martin, Bentley, BMW M Series, BMW Alpina, Bristol, Bugatti, Caterham, Cosworth, Ferrari, Ginetta, Jaguar XJ220, Lamborghini, Lancia, Lotus, Lister, Morgan, Mercedes Benz S Class (on application), Maserati, McLaren, Marcos, Maybach, Mitsubishi Evo, Noble, Porsche 911(Not Boxter or Cayman), Stretch Limo's, Rolls Royce, TVR, Westfield and Kit Cars. All US, Canadian and Australian vehicles unless built for the UK/Eire Market.

08

# Terms & conditions of warranty cover

## Terms and conditions of warranty cover

The following Terms and Conditions apply upon acceptance of the Warranty Certificate and receipt of the Extended Warranty premium by the Administrator.

1. This Extended Warranty policy and Warranty Schedule shall be read together as one contract and any word or expression to which a special meaning has been given shall have the same meaning wherever it may appear. Only the parts specifically listed will be covered by the Extended Warranty.
2. In the event of any occurrence giving rise to a claim, You must advise the Administrator as soon as is reasonably possible, and must adhere to the claims procedure specified within this document.
3. You, shall take all reasonable steps to avoid further damage occurring. NB: No liability for drive on damage after a fault has occurred will be considered.
4. No claims will be considered unless all servicing has been carried out in accordance with the Servicing Requirements section by a bona fide garage. The Administrator, on behalf of the Insurer, reserves the right to examine the original service invoices and subject the Vehicle and failed component/s to expert assessment.
5. On receipt of the correct premium, any liability will be subject to the limits as stated on the Warranty Schedule and in the Extended Warranty document. Where a reference is made to "retail value", it will be understood as being the retail value of the Vehicle at the time of the claim, taking into account the mileage and condition adjustments as recommended in Glasses Guide. If the total claims reach the current value of the Vehicle the Extended Warranty shall be deemed to have expired. The Administrator on behalf of the Insurer reserves the right to decline any application.
6. The Administrator on behalf of the Insurer reserves the right to agree or nominate a repairer. Labour costs will be calculated in line with I.C.M.E or Autodata manual times when agreeing a settlement figure. We reserve the right to cap hourly labour rates at €85 plus VAT at the administrators discretion.



7. Simple Insurance Ltd will not accept liability for any issues that may arise from a substandard repair by any repairer, nominated or otherwise. Any issues that may arise Any issues that may arise from a previous repair are to be addressed by the customer directly to the repairer and are the subject of the repairers warranty periods for their work.
8. No liability will be accepted for any claim where it is apparent or becomes apparent that the Terms and Conditions of the Extended Warranty have not been fully complied with.
9. If You, or Your agent, makes any claim knowing it to be false or fraudulent in any respect, then this Extended Warranty shall be deemed null and void and You shall repay all sums paid in respect of any previous false or fraudulent claims. Legal action will be taken to recover costs and damages.
10. The Extended Warranty will not cover any claim covered by any existing insurance policy or policies, or any agreement with any motoring breakdown organisation.
11. No refund or part return of premium is available under this Extended Warranty once the 14 day cooling off period has passed. The policy cannot be transferred to another Vehicle.

12. This Extended Warranty is in addition to Your legal rights and is not to be substituted for the suppliers liability if the Vehicle is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.
13. Prior to sale the supplying dealer must conduct a pre-delivery inspection to confirm so far, as is reasonably possible that the covered components are in sound condition. You must ensure all warning lights and gauges are operating correctly at all times. No liability is accepted for drive on damage of any claim. i.e. should a low oil pressure warning light become illuminated for example, and the policy holder chooses to 'drive on' and ignore this warning light, then any subsequent resulting engine damage would not be covered by this Extended Warranty.
14. The Odometer reading quoted in no way guarantees the true distance covered by the Vehicle and is indicated only as a guide to when servicing is due. It is Your responsibility to provide proof that the service schedule has been fully complied with.
15. The geographical limit of this Extended Warranty is Eire except for use as described in "Continental Use" within the Additional Benefits section of this document.
16. No repairs may commence under the terms of the Extended Warranty unless the Administrator has issued an authority number for an agreed amount. Labour times are calculated using the I.C.M.E. or Autodata standard repair times and does not include diagnosis, timing adjustments or the cleaning of assemblies or refacing costs.



No liability will be accepted for work carried out without prior authorisation. The Administrator also reserves the right to call for Betterment where You have directly gained from any repair resulting from an authorised claim.

17. The Administrator reserves the right to specify the use of guaranteed reconditioned, exchange units or guaranteed factor parts. If you choose not to accept these parts, the parts liability for any claim will be limited to the cost of these components.
18. The Extended Warranty does not cover Mechanical Breakdown occurring during the period of guarantee of a manufacturer or supplier, or failed parts which have been subject to recall by manufacturers, or because of inherent design faults, or components not originally fitted by the manufacturer.
19. No liability will be accepted for faults caused by excess wear and tear, freezing, overheating, intrusion of foreign matter, corrosion, neglect, lack of servicing, lack of lubrication or anti freeze, gradual deterioration or replacement of parts which have reached the end of their effective working lives.
20. The Extended Warranty does not apply to vehicles used for: hire and reward, custom built or modified vehicles, vehicles over 3500 kg gross vehicle weight, vehicles used in any sort of competition, race or rally or vehicles used for commercial driving tuition.
21. No liability will be accepted for consequential damage on, or caused by parts not specifically listed in this document, faults on the Vehicle at the time of purchase, attributable to the faulty previous repair or servicing of the Vehicle, use of an incorrect grade or type of fuel or oil, faults associated with routine maintenance or servicing or progressive failures.
22. Any third-party claims, consequential losses, bodily injury, road hazard or fire damage claims or losses occurring as a direct result of impact damage are not covered.
23. If it becomes apparent at any time that a Vehicle has been the subject of a total loss payment, the Administrator reserves the right to declare the Extended Warranty void and to rescind all benefits and no refund shall be given.
24. The Administrator reserves the right to ask for proof of ownership of the Vehicle covered by this Mechanical Breakdown insurance during the period of cover.
25. If the vehicle does not have a valid NCT at the start date of the policy, any failures observed during the next NCT will not be covered under this policy.

09

# How to make a claim

## How to make a claim

If at any time You suspect You have a fault covered by Your Policy, first telephone during office hours where You will be advised of the best course of action to take. (Please note all calls are recorded for training and quality purposes). The Administrator will require the following information (Please have ready prior to telephoning):

- Your name, policy number and registration number.
- Confirmation that Your relevant service schedule has been complied with and original receipts are available.
- Mileage at time of breakdown.

### Car Simple Claims Helpline

Call the claims helpline on 01531 3000. Lines open between 9am and 5pm Monday to Friday (Excluding public holidays).



No repairs must commence until an authority number has been received from the Administrator. You must take all reasonable steps to avoid further damage occurring. Take Your Vehicle to the repairer agreed or nominated, and obtain an estimate for the repairs. The repairing garage must then contact the Administrator quoting the above policy information and the exact cause of failure.

### Important Note

You, must authorise the dismantling of any components for inspection and diagnosis & if after such dismantling has taken place no liability has been found under this policy, You, must bear this cost. If a claim is accepted under this policy by the Administrator, on behalf of the Insurer, then the costs of both Dismantling and Diagnosis maybe considered as part of the total claim at the discretion of the Administrator.

Please read the How to Make a Claim section thoroughly and remember:

1. It is essential that an authority number is obtained from the Administrators Claims Department before any repairs commence.
2. Components are covered against mechanical failure due to sudden and unexpected circumstances only.
3. Oil leaks are only covered under this policy if the removal of the engine, gearbox or differential unit is essential to effect repair of a covered component.
4. If the Administrator accepts the claim (on behalf of the Insurer) they will issue a Claims Authority Number and Claims Satisfaction Document for an agreed cost. Any amount in excess of this amount will remain Your responsibility.
5. In order for the administrator to make payment on an approved claim, the following documents must be uploaded and approved by the administrators using the Car Simple Warranty system:
  - An original fully detailed itemised repair invoice.
  - An original, detailed itemised parts invoice from the parts supplier (at the Administrators discretion).
  - A signed copy of the claim satisfaction document.
  - Any proof of servicing requested.
  - Full Name and Bank Details (IBAN/BIC) where payment is to be made.
6. Authorisation of repairs will remain valid for 30 days. If the authorised work has not been completed and the requested paperwork uploaded through the Car Simple Warranty system within this period, then the authority will be rescinded and the claim rendered null and void (unless prior agreement is given by the administrator).
7. Claims must be notified to the Administrators claims department within the period of cover.
8. If a claim is notified to the Administrator within 14 days prior to the policy expiration date, the Insured must provide the Administrator with an estimate for repair within 14 days of the initial notification.

# 10 Customer care

## Customer care

It is the intention to give You the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should follow the Complaints Procedure below. In the first instance please contact the administrator:

 <p><b>By email</b></p> <p>Customer services: <b>info@carsimple.ie</b> or;</p>	 <p><b>By telephone</b></p> <p>Customer services: <b>015 31 3000</b> or;</p>	 <p><b>By writing</b></p> <p>Simple Insurance Limited <b>12 Merrion Square North, Dublin 2, D02 H798</b></p>
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### Your complaint will be acknowledged promptly

The Administrator will appoint a person or persons to be Your main point of contact. The Administrator will aim to resolve Your complaint within fifteen (15) working days from first notification. If the Administrator cannot resolve your complaint within this period, they will notify You in writing to confirm the reasons why and will aim to resolve Your complaint within a further fifteen (15) working days from this point.

If You remain dissatisfied with the response to Your complaint or it is not resolved within the timescales detailed above, the Administrator will advise You who to contact depending on the nature and type of Your complaint, as follows:

### Complaints regarding the sale or administration of this policy

If Your complaint relates to the sale or administration of this policy, You may refer Your complaint to the Financial Services and Pensions Ombudsman:

- By email: info@fsp.oie.ie, or;
- By telephone: 00353 1 567 7000, or;
- By writing: The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland.

### Complaints regarding policy wording or claims

If your complaint relates to policy wording or claims, You may refer Your complaint to The Financial Services Arbiter in Malta:

- By email: complaint.info@asf.mt, or;
- By telephone: 00356 21 249 245, or;
- By writing: The Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta.



For more information, please see online at [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

Both the Financial Services Arbitrator (Malta) and the Financial Services and Pensions Ombudsman will expect You to have followed the above procedure before they accept Your case. If You have purchased Your contract online, and You are a resident of an EU country you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr). The complaints handling arrangements above are without prejudice to Your right to commence a legal action or an alternative dispute resolution proceeding in accordance with Your contractual rights.

### Compensation

In the event Fortegra Europe Insurance Company Limited cannot meet its obligations, the Insurance Compensation Fund may in certain circumstances provide funds for liquidators so that they may pay the valid claims of insolvent Insurers. Information about compensation fund arrangements is available from the Central Bank of Ireland.

You can get more information about the compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk). You may also contact the FSCS on:

- By telephone: +44 (0)20 7741 4100
- By writing: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

### Insurance act 1936

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 (or future amendments thereto) be payable and paid in the Republic of Ireland.

### Finance act 1990

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 (or future amendments thereto).

### Sanctions

We shall not provide any benefit under this Policy to the extent of providing cover, payment of any claim or the provision of any benefit, where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Third-party rights

Except where otherwise required by law, You and We have agreed that:

- It is not intended for any third party to this Policy to have the right to enforce the terms of this Policy; and
- You and We can rescind or vary the terms of this Policy without the consent of any third party to this Policy who might seek to assert that they have rights under this Policy.

### Fraud

You must not act in a fraudulent way. If You or anyone acting on your behalf:

- Fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your policy;
- Fails to reveal or hides a fact likely to influence the cover We provide;
- Makes a statement to Us or anyone acting on Our behalf, knowing the statement to be false;
- Sends Us or anyone acting on Our behalf a document, knowing the document to be forged or false;
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- Makes a claim for any loss or damage You caused deliberately or with Your knowledge; or
- If Your claim is in any way dishonest or exaggerated.

We will not pay any benefit under this policy or return any premium to You and We may cancel Your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.

# 11 Data protection

## Data protection

Fortegra Europe Insurance Company Ltd (the Data Controller) is 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.

### How we use your personal data

We may use the personal data We hold about You for the purposes of performing Your contract of insurance, this includes providing insurance that You request of Us and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. We may also use Your data to safeguard against fraud and money laundering and to meet Our general legal and regulatory obligations.

### Disclosure of your personal data

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, other insurers, re-insurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.



### International transfers of data

We may transfer Your personal data to destinations outside of the UK or the European Economic Area ("EEA"). Where We transfer Your personal data outside of the UK or EEA, We will ensure that it is treated securely and in accordance with the Legislation.

### Your rights

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 restrict the processing of Your data, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

### Retention

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 ten (10) years following the expiration of the Policy, 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 require more information or have any questions concerning Our use of Your personal data, Our full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company Limited, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imtida, Gzira, GZR 1401, Malta or via email at [dpofficer@fortegramalta.com](mailto:dpofficer@fortegramalta.com).

# 12 Servicing requirements

## Servicing requirements

Your Extended Warranty insurance should help You to keep Your Vehicle in good working order. It's not surprising therefore to learn that You must have Your Vehicle regularly serviced in line with manufacturer's recommendations by either the supplying dealer or a VAT registered garage.

You must ensure that:

- Your Vehicle is serviced within 28 days or 1000 km (whichever happens first) from the time or mileage stipulated by the manufacturer.
- You keep all service invoices and receipts, which must contain the date and odometer reading at the point of service.
- The service details are recorded in Your manufacturer service record book.

### Timing belts

In the event of a claim relating to timing belt/s failure, We will require proof that the belt has been changed in accordance with the manufacturer's specification. If You are in any doubt change the belt/s. Belt failure will cause extensive engine damage. We cannot accept liability for any timing belt failure unless accompanied by the relevant proof, and the only acceptable proof is a bona fide garage invoice (proof of payment may be required). If no proof is available the claim will be rejected.

### Servicing records

It is vital that You retain all original VAT service invoices for Your own protection and in case We require to inspect them. Remember, the only proof that servicing has been carried out will be the fully detailed original VAT service invoices, which state dates and mileages when services have been carried out (proof of payment may be required).

### Important

Failure to comply with the Servicing Requirement conditions may result in the termination of Your insurance, or the rejection of a claim.



If your vehicle has not been historically serviced as per the manufacturers guidelines prior to the inception of this policy, it may affect the outcome of your claim.

