

1 ABOUT YOUR AGREEMENT

Please read this agreement carefully and make sure You understand and keep to these terms and conditions. Not keeping to these terms and conditions may affect any claim You make and could lead to the Vehicle warranty becoming void (not applying).

- 1.1 This warranty is a legal agreement between: **You**, the registered owner of the **Vehicle** shown in the **Schedule** attached to this warranty; and **Us**, the **Motor Dealer** who **You** bought the **Vehicle** and this warranty from (the guarantor). **We** have appointed the **Administrator** (AutoProtect) to deal with all matters relating to claims made under this warranty. Please keep this warranty document in a safe place.
- 1.2 The cover under this warranty only applies if these terms and conditions are fully met. This warranty has specific exclusions to parts listed in these terms and conditions.
- 1.3 If **You** have any questions regarding the coverage provided by this agreement or if **You** wish to advise **Us** of any changes to **Your** agreement, then please contact the **Administrator** on telephone number 01279 456 500.

2 ELIGIBILITY

You are eligible for cover under this agreement if;

- 2.1 **You** are a permanent resident of the United Kingdom;
- 2.2 **You** are the owner/registered keeper of the **Vehicle**;
- 2.3 The **Vehicle** is up to 10 years old or 100,000 miles at the **Start Date**.

3 DEFINITIONS

The following words will have the meanings described below wherever they appear in this agreement document:

- 3.1 **Administrator:** AutoProtect (MBI) Limited, Warwick House, Roydon Road, Harlow, Essex CM19 5DY, who act as the **Administrator** for all sections of this agreement.
- 3.2 **Approved Repairer:** The person who is authorised by the **Administrator** to carry out the repair work to the **Vehicle**.
- 3.3 **Commercial Travelling:** Couriering, deliveries or door to door sales of any kind.
- 3.4 **General Wear and Tear:** The gradual reduction in performance and or the gradual failure of a component due to the age and mileage of the **Vehicle**.
- 3.5 **Glass's Guide:** An independent **Vehicle** value guide published monthly by Glass's Information Services Limited, a motor trade publication recognised and used extensively throughout the motor vehicle industry in assessing vehicular values.
- 3.6 **Mechanical Breakdown:** The failure of a part, causing it to suddenly stop working, for a reason other than **General Wear and Tear** or negligence.
- 3.7 **Motor Dealer:** A **Vehicle** dealership or **Vehicle** distribution business that sells new or used **Vehicles** at the retail level, based on a dealership contract with a manufacturer or its sales subsidiary. It employs automobile salespeople to sell their automotive **Vehicles**. It may also provide maintenance services for **Vehicles**, and employ automotive technicians to stock and sell spare automobile parts and process warranty claims.
- 3.8 **Period of Agreement:** means **Your** agreement commences on the **Start Date** shown in **Your Schedule** and ends as soon as any of the following events occur:
 - 3.8.1 The expiry date, as shown in **Your Schedule** is reached;
 - 3.8.2 **You** or anyone representing **You**, defrauds or deliberately misleads **Us** or the **Administrator**;
 - 3.8.3 The **Vehicle**, as shown in **Your Schedule**, is sold or transferred to a new owner;
 - 3.8.4 The maximum claims limit in the **Schedule** is reached.
- 3.9 **Schedule:** This document contains **Your** details, details of the **Vehicle**, the **Start Date** and the claims limit.
- 3.10 **Start Date:** The date on which **Your** cover under this agreement starts, as noted within **Your Schedule**.
- 3.11 **Territorial Limits:** The region within which this agreement is valid, being The United Kingdom, the Isle of Man and the Channel Islands.
- 3.12 **Vehicle:** The passenger car specified in **Your Schedule** and is listed in **Glass's Guide**, which is used for social, domestic or pleasure purposes, Class 1 (driving to and from **Your** place of work) and Class 2 Business Use (business use excluding **Commercial Travelling**). Please note this agreement does not cover the following **Vehicles** in any circumstances; light commercial vehicles, delivery vehicles, panel vans and vehicles exceeding 3,500kg. The following types of vehicles are also excluded: motorcycles, scooters, three wheeled vehicles, kit-cars, quad bikes, motor homes. Any **Vehicle** used for hire or reward (for example taxis, self-drive hire or driving schools), delivery courier or a **Vehicle** used in any sort of rally, speed testing, 4x4 off-roading, racing or any kind of competition or trial are excluded.

3.13 **We/Us/Our:** The guarantor, the **Motor Dealer** who **You** bought the **Vehicle** and this warranty from.

3.14 **You/Your:** The person as named on the agreement **Schedule**.

4 WHAT IS COVERED

4.1 This warranty covers all mechanical and electrical parts subject to the exclusions of this agreement (including the labour costs to fit them) against **Mechanical Breakdown** for **Vehicles** less than 10 years old or 100,000 miles at the start date of this agreement.

4.2 **We** will cover **Mechanical Breakdown** where the cause of failure is **General Wear and Tear** for **Vehicles** less than 10 years or 100,000 miles at the point of claim.

4.3 Recovery contribution: a £50 contribution towards recovery in the event of a valid claim.

4.4 Driving Abroad: This warranty will provide cover for up to 90 days per annum for driving in the Republic of Ireland and mainland Europe. If **You** need to make a claim, then **You** must contact the **Administrator** and obtain approval prior to any work taking place. **You** must retain all receipts and invoices as these will be required, along with documented service history, in order for the **Administrator** to reimburse any costs. Payments will be limited to those outlined in this warranty and the **Administrator** will not pay more than the equivalent United Kingdom costs for parts and labour and will be subject to the currency exchange rate at the time of repair. Any **Mechanical Breakdown** in mainland Europe or the Republic of Ireland is subject to the terms and conditions of this warranty.

4.5 The warranty also covers the following:

| Component | What is covered |
|--|--|
| Air Conditioning Re-Gas | <ul style="list-style-type: none">In the event of a valid claim the most We would pay towards re-gassing is £60 (including VAT). |
| Casings | <ul style="list-style-type: none">If any of the parts covered fail, and this damages the casing, it will also be covered as part of an agreed claim under this warranty. |
| Catalytic Converters and Particulate Filters | <ul style="list-style-type: none">Catalytic converters and Particulate Filters are covered for mechanical failure. This does not include the cleaning of fuel lines, filters, carburettors, pumps and the replacement of catalytic converters damaged from the use of contaminated or incorrect fuel or accident or impact damage. |
| Oil Seals | <ul style="list-style-type: none">Crankshaft front seal, camshaft oil seal, auxiliary shaft oil seal, gearbox rear seal, drive shaft(s) seals, differential pinion seal and any oil seal or gasket where removal of the engine, gearbox or differential/drive unit is essential in order to effect repair. |
| Working materials | <ul style="list-style-type: none">Oils, oil filter and antifreeze are included only if it is essential to replace them as part of an agreed claim under this warranty. |

5 WHAT IS NOT COVERED

| Specific Exclusions |
|---|
| <ul style="list-style-type: none">Plugs; HT leads; brake and clutch frictional material; clutch facings; wiper blades/rubbers; cables; wiring looms; V belts; auxiliary belts; hoses; pipes; head light & rear light bulbs/units (including LED and Xenon); wheels and tyres; batteries; exhaust system; carbon deposits; airbag and system; upgraded or revised software, firmware or any other aftermarket satellite navigation, media or communication equipment not fitted by the manufacturer. |

5.1 Body, paint, glass, interior and exterior trim.

5.2 Electrical wiring, wiring looms and wiring harnesses.

5.3 Seizure or corrosion of braking components.

5.4 Removeable data storage for any part of the multimedia system.

5.5 Remote control units for in car entertainment and headphones, discs or any removable multimedia.

5.6 **Vehicle** control systems - Software malfunction or routine maintenance updates.

5.7 Any damage to **Your Vehicle**'s hardware or software, or any loss or harm to any personal information or data uploaded to **Your Vehicle**, including unauthorised access to any **Vehicle** data or software from any other device not approved by the manufacture.

Viruses, bugs, malware or any other form of cyber-attack are also excluded from cover.

This warranty does not cover damage caused by:

5.8 Neglect, rust and corrosion;

5.9 Any foreign substance getting into or onto a part;

5.10 Using a grade of fuel not recommended by the manufacturer or using inadequate or incorrect antifreeze protection;

5.11 Not keeping the **Vehicle** in a roadworthy condition, including maintaining oil and coolant levels;

5.12 Not servicing the **Vehicle** in line with the servicing requirements outlined within the servicing section of these terms and conditions;

5.13 The effects of overheating, even if caused by a part covered by this warranty;

5.14 Cracked or porous cylinder heads and blocks, burnt valves, carbon deposits, skimming or pressure testing;

- 5.15 The **Vehicle** being overloaded, according to the law or the manufacturer's recommendations;
- 5.16 Fire, lightning, earthquake, explosion, frost, storm, flood, water damage;
- 5.17 Theft or attempted theft, vandalism, aircraft or other flying devices (or articles dropped from them), or any other extreme cause;
- 5.18 Accidents, collision, or objects striking the **Vehicle**;
- 5.19 Any repair, alteration or modification made to the **Vehicle**, that was made outside of the manufacturers recommended guidelines;
- 5.20 Improper repair or maintenance, including the use of fluids, parts or accessories other than those specified as suitable for use since purchase of the **Vehicle**;
- 5.21 Using the **Vehicle** as a stationary power source;
- 5.22 Towing the **Vehicle**;
- 5.23 Improper towing procedures, whilst recovering the **Vehicle**;
- 5.24 Driving off road unless the **Vehicle** was designed for this by the manufacturer;

This agreement also does not cover the following:

- 5.25 Failure for **General Wear and Tear** where the **Vehicle** has exceeded 10 years old or 100,000 miles at the point of claim or the gradual reduction in performance due to the age and mileage of the **Vehicle**.
- 5.26 Claims arising as a result of negligence or intentional damage (including continuing to drive the **Vehicle** when it is not mechanically sound).
- 5.27 Parts which are of faulty manufacture or design or which are recalled for repair or replacement by the manufacturer.
- 5.28 Parts not fitted as standard or an optional extra by the manufacture unless **We** have agreed otherwise beforehand.
- 5.29 Damage to parts not covered by this warranty or any resulting damage to the covered parts.
- 5.30 Routine servicing or repairs.
- 5.31 Any parts which were found to need replacing during routine servicing or repairs.
- 5.32 Any loss, damage, liability or injury arising directly or indirectly as a result of a covered part failing.
- 5.33 Damage caused by war risks, sonic booms or nuclear radiation.
- 5.34 The effects of poor repairs, or faults that were present when **You** bought the **Vehicle**.
- 5.35 Parts which have not been fitted correctly.
- 5.36 Any damage caused by fire, accident or any incident on or caused by the condition of the road.
- 5.37 Payment for repairs costing more than the limits shown in the **Schedule** or as otherwise restricted by this warranty.
- 5.38 Repairs costing more than the current **Vehicle** valuation as listed in **Glass's Guide**.
- 5.39 Any repairs carried out without prior approval from the **Administrator**.
- 5.40 This warranty does not apply if the **Vehicle** is used for any kind of time trial, competition or race; was customised or modified after this warranty started; or is used for hire or reward (for example, taxis, self-drive hire vehicles or driving-school vehicles).

6 GENERAL CONDITIONS

There are certain obligations that **You** must fulfil in order to ensure that **Your** agreement remains valid:

- 6.1 **You** must use all reasonable care to maintain the **Vehicle** in an efficient and roadworthy condition and to take all reasonable precautions to prevent or minimise loss or damage.
- 6.2 **You** must give the **Administrator** true and complete information.
- 6.3 **You** must agree to comply with **Our** and the **Administrator's** reasonable requests.
- 6.4 **You** must follow the prescribed claims procedure as explained in this document or by the **Administrator's** claims team.
- 6.5 **You** must inform the **Administrator** if any of the details in the **Schedule** are incorrect or need updating.
- 6.6 **You** must keep to the conditions of the agreement to have the full protection of the warranty. If **You** do not keep to them, **We** may cancel the warranty, refuse to deal with **Your** claim or reduce the amount of any claim payment, as **We** see fit.
- 6.7 Duty of care - **You** must not drive **Your Vehicle** after any damage or incident if this could cause further damage to **Your Vehicle**.
- 6.8 Fraud - If **You** (or anyone acting on **Your** behalf) make a claim which is false or fraudulent in any way; or support a claim with any false or fraudulent document or device, this agreement will be void.
- 6.9 Servicing- The **Vehicle** must be serviced in line with the manufacturer's recommended guidelines.

If the **Vehicle** has no service history, or the service history is incomplete, the **Vehicle** must be serviced at a VAT-registered garage within 12 months or 12,000 miles (whichever is sooner) from the date **You** bought the **Vehicle**. It must then be serviced in line with the manufacturer's specifications, or every twelve months or 12,000 miles (whichever is sooner). The servicing must be in line with the manufacturer's specifications.

The following general conditions apply to this agreement:

- 6.10 If **You** do not provide satisfactory proof of servicing, **Your Vehicle** and any claim will not be covered by the warranty, the agreement will automatically terminate.
- 6.11 Before **You** bought the **Vehicle**, the **Motor Dealer** will have checked it to make sure that the parts covered by this warranty

were in a good condition.

- 6.12 The **Administrator** may use, or insist that the **Approved Repairer** uses, exchanged or reconditioned parts or like-for-like parts of a similar make, quality and wear.
- 6.13 Transfer of Ownership - If **You** want to sell the **Vehicle**, **You** will be able to transfer the agreement to the new owner. **You** must apply to the **Administrator** to transfer the agreement before **You** sell the **Vehicle**. There is a fee of £25 which **You** must enclose with **Your** application. The agreement cannot be transferred if the **Vehicle** is sold to a **Motor Dealer** or trader and the agreement will be automatically cancelled on such a sale. The unexpired portion of the agreement is transferable upon resale of the **Vehicle** to a private individual, provided that:
- 6.13.1 All documentation relevant to the agreement has been passed over to the new owner; and
- 6.13.2 The **Vehicle** has been serviced and maintained according to the agreement. The fee will be returned if **Your** application cannot be accepted.
- 6.14 The agreement may not be transferred to another **Vehicle**.
- 6.15 **You** must submit your claim within 14 days following a **Mechanical Breakdown**.
- 6.16 **We** will not accept any claim where the repair has not started within 14 days of the relevant fault being reported to **Us** or the **Administrator**.
- 6.17 The amount of time allowed for labour will be in line with the manufacturer's/**Glass's Guide** repair times.
- 6.18 **We** will not pay more than the claim limit shown on the **Schedule** or as otherwise restricted in these terms and conditions.
- 6.19 The mileage quoted in the **Schedule** does not guarantee that this is the true distance **Your Vehicle** has covered.
- 6.20 The **Administrator** is not responsible for any mistakes or incorrect information provided by the **Motor Dealer** about the nature or value of this agreement, nor for continuation of cover in the event that the **Motor Dealer** ceases to trade.
- 6.21 If the part to be replaced has some wear, or the replacement part improves the general condition or value of the **Vehicle**, **You** will have to pay an amount towards the replacement part.
- 6.22 This agreement and the terms and conditions, detailed here, is a guarantee between **You**, the agreement holder, and the **Vehicle** distributor (**Motor Dealer**), who provided the **Vehicle** and this associated warranty. This is a non-insured agreement and the obligation to pay claims is the sole responsibility of the **Administrator**.

7 CANCELLATION AND COOLING OFF PERIOD

- 7.1 Any payments made for this warranty are non-refundable if **You** decide to cancel it.

8 AUTOMATIC TERMINATION

- 8.1 This agreement will automatically terminate on whichever of the following happens first:
- 8.1.1 The date on which the agreement expires as per **Your Schedule**;
- 8.1.2 **You** cease to be permanent resident within the United Kingdom;
- 8.1.3 The conditions of this agreement are not met;
- 8.1.4 The **Vehicle** is sold to a motor trader or **Motor Dealer**.

9 HOW TO SUBMIT A CLAIM

The following steps will need to be taken by **You** to begin the claim process:

- 9.1 Contact the **Administrator** on 01279 456 500 and advise of the **Vehicle** issues being experienced.

The **Administrator's** opening times are:

9am – 5pm Monday to Friday.

9am – 1pm Saturday.

Sundays and Bank Holidays – Closed.

- 9.2 **You** will then be responsible for transporting or, if necessary, arranging recovery of **Your Vehicle** to an **Approved Repairer**.

- 9.3 **You** will need to advise the **Approved Repairer** of **Your** agreement details, these details may include:

- **Your Vehicle's** registration number;
- **Your** surname;
- **Your** postcode;
- The current mileage of **Your Vehicle**;
- The nature of **Your** claim;
- Details of the service history.

- 9.4 Once the **Vehicle** is at the **Approved Repairer**, ask them to diagnose the fault, **You** may need to give **Your** permission to pay and carry out any fault finding, diagnosis or dismantling necessary, and agree to pay for any costs outside of the authorised amount.

The following steps will then be carried out by the **Approved Repairer** of **Your Vehicle**:

- 9.5 The **Approved Repairer** will contact the **Administrator** either on the repairer telephone number of 01279 456 555 or through the

iClaim system to obtain approval for the work and to agree the costs **We** will pay.

- 9.6 **Your Motor Dealer** or **Approved Repairer** must obtain approval for the work via iClaim to agree the claim and costs. Ask that they log on to the web-based iClaim system: <https://iclaimuk.autoprotect.net>.
- 9.7 Information and advice on how the repairer can create a login and use iClaim can be found at: www.claimingiseasy.co.uk.
- 9.8 Prior to approval of the works to be carried out to **Your Vehicle**, the **Administrator** may exercise their right to carry out an assessment on the **Vehicle** within 3 working days of contact from the **Approved Repairer** and obtain estimates from other repairers.
- Once work has been approved and carried out by the **Approved Repairer**:
- 9.9 Following approval by the **Administrator** and when the repairs have been completed, the **Approved Repairer** can create their invoice via iClaim or by emailing invoices@autoprotect.net. The invoice must give full details of the repair, including all replacement parts, labour costs and VAT. The invoice must be made out to the **Administrator**.
- 9.10 The **Administrator** may also need to see **Your** original service invoices.

10 ENQUIRIES AND COMPLAINTS

- 10.1 If **You** have a complaint about this warranty, **You** should contact **Us**. If **Your** complaint relates to how the **Administrator** has handled a claim, **You** should contact them directly by phoning 01279 456500 or writing to: AutoProtect Administration Limited, Warwick House, Roydon Road, Harlow, Essex, CM19 5DY.
- 10.2 **You** will need to give the details of the warranty, including the warranty number shown in the **Schedule**.
- 10.3 Following this procedure will not affect **Your** right to take legal action.

11 LEGAL INFORMATION

Data Protection

- 11.1 **Your** data has been shared with AutoProtect Group and **We** would like to keep **You** informed on how **We** use **Your** personal information. For the purposes of GDPR the Data controller in relation to any personal data **You** supply is the supplying dealer and the data processor is the **Administrator**.
- 11.2 The **Administrator** will hold and use **Your** information to set up the products and services presented to **You** by AutoProtect Group or **Your** supplying dealer and may share **Your** information with affiliated companies for the same purpose.
- 11.3 For a copy of the **Administrator's** complete Privacy Statement, please refer to the website <https://www.autoprotect.co.uk/privacy> or contact the **Administrator** – by email dataprotectionofficer@autoprotect.net ; or by telephone 01279 456500.
- 11.4 Fraud

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- 11.4.1 makes a claim under the agreement knowing the claim to be false or exaggerated in any way; or
- 11.4.2 makes a statement in support of a claim knowing the statement to be false in any way; or
- 11.4.3 sends **Us** any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- 11.4.4 makes a claim for any loss caused by **Your** deliberate act or with **Your** agreement then **We**:
- 11.4.4.1 will not consider **Your** claim.*
- 11.4.4.2 may declare the agreement void.*
- 11.4.4.3 will be entitled to recover from **You** the amount of **Our** outlay for an authorised repair.*
- 11.4.4.4 may let the police know about the circumstances.*

- 11.5 This agreement, unless **We** have agreed otherwise, is governed by English Law and both parties agree to submit to the exclusive jurisdiction of the courts of England.
- 11.6 Language - All communication between **You** and **Us** will be conducted in English.
- 11.7 In accordance with the Equality Act 2010, **We** are able, upon request, to provide a text phone facility, audio tapes and large print documentation. Please advise the **Administrator** if **You** require any of these services to be provided so that **We** or the **Administrator** can communicate with **You** in an appropriate manner.
- 11.8 Sanctions
- We** will not provide any benefit under this agreement if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.