AUTOGUARD
WARRANTIES

EVOLVED

Mechanical & Electrical Breakdown Maintenance Contract
For Electric Vehicles

MULTI-AWARD WINNING PROVIDERS

MOTORTRADER INDUSTRY AWARDS 2019 WINNER

THE MOTOR OMBUDSMAN CUSTOMER SERVICE STAR AWARDS 2021 VEHICLE WARRANTY PROVIDER WINNER

MOTORTRADER INDEPENDENT DEALER AWARDS 2020 & 2021 WINNER

Dealer POWER 2022 WINNER EXTRA MILE AWARD VOTED FOR BY OUR DEALER PARTNERS

AUTOGUARD WARRANTIES

IMPORTANT INFORMATION ABOUT YOUR PRODUCT

Here at Autoguard Warranties our goal is to ensure you make the most of your products and have peace of mind. So, whether you're a novice or an expert in motoring, we've put together the following key points so you always know what to expect.

The vehicle must have a valid MOT, tax and insurance at all times for the duration of the contract, failure to do so may lead to an unsuccessful repair request.

This is a discretionary plan which looks to assist with repair costs on failed covered components that have suddenly and unexpectedly failed. If your maintenance & repair contract / product is for a duration greater than 13 months, Autoguard Warranties Ltd, will reimburse a maintenance inspection on the vehicle. Please note this is not an insurance product. Please refer to page 10 for full details.

SERVICE HISTORY

One of the main reasons for a rejected repair request is lack of or gaps in service history. We cannot stress enough the importance of following the service requirements of your vehicle. All servicing must be carried out at a VAT registered garage.

More info on servicing can be located on page 6

WEAR & TEAR

Vehicle wear and tear is something that is simply unavoidable. Many moving parts and factors such as age and mileage mean naturally things start to degrade over time. However, we cannot and do not cover it all.

Please refer to page 12 to read more about wear and tear and exclusions of this product if applicable.

COSTS

It is a requirement of the maintenance contract to get authorisation from us first before getting the vehicle repaired. Ensure you also check your agreed labour rate as going above this means you will foot the bill for the difference!

More details can be found on page 5

VAT REGISTERED REPAIRERS

It is required that you always use a VAT registered garage or repairer so that there is clear audit trail. This not only safeguards you as our valued customer, but us too as a business that prides itself on integrity and transparency. Not using a VAT registered garage or repairer makes it much harder for us to establish that the correct work has been done to your vehicle, with the correct parts and genuine hours of labour.

EXCLUDED COMPONENTS AND FAILURES

Excluded components

Please read page 12 for a full list of all excluded components.

For example:

- Brake callipers and calliper motors
- Wiring and electrical connections
- All internal and external lamps and LEDS

Excluded failures

Please read page 12 for a full list of all excluded failures.

For example:

- Wear
- Fluid Leaks
- Seals/Gaskets
- Corrosion

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We will always work as hard as we can to ensure that the stress and inconvenience of having your vehicle out of action is as smooth as it can be. We endeavour to be fair with our repair requests process and assess everything on a case-by-case basis. We therefore ask that you take time to have a thorough read through all your documentation to check your understanding and confirm that this is the right product for your needs. Ultimately, there will be occasions where we cannot please everyone, to be as transparent as we can be, please note this product will not cover everything.

Should you have any questions please feel free to contact us on the number below and we'll be happy to help:

03432 271 499

LINES ARE OPEN MONDAY TO FRIDAY 9AM - 5PM AND SATURDAY 9AM - 12PM

HOW TO CONTACT US

Please read this Maintenance Contract carefully and keep it safe along with the agreement form. You will need these documents should you need to make a repair request.

If you do have any questions about this Maintenance Contract you should in the first instance contact the administrators. The contact details are:

Customer services / Repair department
03432 271 499

Email
info@autoguardwarranties.com

Telephone calls may be recorded for quality assurance and compliance.

CANCELLATION

We hope you are happy with the cover this Maintenance Contract provides. However, if after reading this document, this Maintenance Contract does not meet with your requirements, please return to your supplying dealer within 14 days of issue who will give you a refund if you have paid for it separately from the price of the vehicle.

DATA PROTECTION ACT 1998 AND GENERAL DATA PROTECTION REGULATION (GDPR)

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998 and GDPR, for the purpose of providing cover and handling repair requests, if any, which may necessitate providing such information to third parties.

Please note that Autoguard Warranties operates a strict zero tolerance verbal abuse policy when dealing with customers. Autoguard Warranties reserves the right to immediately cancel the customers cover, without any refund, in any situation where a customer delivers verbal abuse or threats in any medium, that are directed against a member of our staff and or the business.

MAKING YOURSELF HEARD

It is the intention to give you the best possible service but if you do have any complaints regarding the sale of this Maintenance Contract, about this Maintenance Contract or the handling of a repair request you should in the first instance contact the Chief Executive Officer of the Administrators. The contact details are:

CEO
Autoguard Warranties Ltd
Building 5
Archipelago Office Park
Lyon Way
Camberley
Surrey GU16 7ER
Tel: 03432 271 499
Email: complaints@autoguardwarranties.com

Please ensure your contract agreement number, as found on your agreement form, is quoted in all correspondence to assist a quick and efficient response.

This maintenance contract does not effect your consumer rights. The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

In the event that we cannot resolve a complaint to your satisfaction you may contact The Motor Ombudsman on 0345 241 3008, submit a case online at www.themotorombudsman.org/contact or, alternatively you can write to;

The Motor Ombudsman
71 Great Peter Street
London
SW1P 2BN

THE MOTOR OMBUDSMAN
APPROVED CODE TRADINGSTANDARDS.UK
Motor Industry Code of Practice for
Vehicle Warranties

HOW TO MAKE A REPAIR REQUEST

If you consider you have a repair request DO NOT proceed with repairs until the repair request has been approved.

If the vehicle shows signs of an imminent failure, DO NOT continue to use it. This may aggravate the problem and cause greater damage for which we will not be liable. Your repairer must find the cause of the problem and verify if it is covered by the Maintenance Contract. We will not pay for any stripping down of the vehicle or parts to determine the cause of the failure unless we accept the repair request. The most we will pay in total is restricted to the repair request limit as noted on the agreement form for a single repair request and up to the vehicle purchase price in total.

Please note: Your repairer must be VAT registered.

1. Your repairer must telephone the Repair Department on 03432 271 499. At that time the following information will be required:
   Contract agreement number
   Maintenance Contract holder's name
   Current mileage
   Nature of repair request
   Total cost
   Service history (if applicable)
2. If the failed component is listed under this Maintenance Contract you must obtain authority from the repair department before commencing any repairs. Admission of liability is conditional on the terms and conditions of this Maintenance Contract being adhered to, for example, servicing.
3. On receipt of any supporting service invoices (where required), we may approve repairs immediately or alternatively: call for other estimates; nominate another repairer; investigate the repair request further; request other forms of supporting evidence e.g. photo/video; or appoint an independent assessor to inspect the vehicle and or failed components.
4. When repairs are approved a repair request number will be issued for the repairs to be carried out, along with a repair request form to be signed and dated by the Maintenance Contract holder.
5. On completion of the repairs, send the following documents to the administrator at the address on page 3 of this Maintenance Contract:
   a. The repairer's VAT invoice, which must quote the repair request number, vehicle details, failure mileage and details of who to pay.
   b. Supporting documentation as requested by the repair request adviser such as the signed repair request form and proof of payment for the repair.

The administrator's working hours are 9am – 5pm, Monday to Friday, excluding bank/ public holidays. Telephone calls may be recorded for the purpose of staff training and improving customer service.

PAYMENT OF REPAIR REQUESTS

Once all supporting documents are received the administrator will reimburse you or the repairer, subject to the terms and conditions of the Maintenance Contract. If a balance is due, you must pay it direct to the repairer.

Please Note: Repair requests are paid by bank transfer to the agreed payee so please include your bank details when sending in your documents.

Please Note: Repair request documentation must be received by the Repair Department within 7 days of completion of repairs, otherwise they cannot be accepted. Repair requests received beyond this date will be subject to review in terms of the reason for delay and it shall be at the discretion of the company to accept such repair requests. VAT on repairs covered by the Maintenance Contract is not reimbursed where you are VAT registered.

IMPORTANT NOTE

You are covered only for the parts described in this Maintenance Contract.

You are covered up to the repair request limits shown on the agreement form or any lower limit that may be specified within this Maintenance Contract.

We may insist that your repairer use exchanged or reconditioned parts to effect a repair.

If the part to be replaced has some wear or the part improves the general condition or value of the vehicle, you may be required to pay a specified amount towards the improvement. Please refer to the betterment section of your Maintenance Contract under the terms and conditions section.

The administrator cannot agree to any repair request without providing a repair request number. The repairer should not start any repairs without this number. Please quote your repair request number every time you contact us about your repair request and make sure the repairer includes this number on his invoice.

EXTRA BENEFITS

The extra benefits listed below will be made available subject to the limits specified on the agreement form, provided the parts in need of repair are covered under the Maintenance Contract.

CARING FOR YOUR VEHICLE

It is your responsibility to ensure that your vehicle is maintained in a legal and roadworthy condition at all times by following the manufacturer's recommended service schedule.

Where the original service book is not available any servicing undertaken may be recorded in the Optional Service Record Section. You should retain service invoices as these may be required for validation purposes.

CONTINENTAL USE

The breakdown repair cost element of this Maintenance Contract is extended to cover the vehicle whilst travelling within the EU for a period of 60 days during each year. The owner may authorise repair work and repair request reimbursement in accordance with the terms of the Maintenance Contract subject to a receipted invoice, service history and completed repair request form being forwarded to the Repair Department. Reimbursement will be at the exchange rate current at the time of the repair.

TRANSFER REQUEST

Subject to our approval and providing a repair request has not been made, this Maintenance Contract may only be transferred with the vehicle direct to a new private owner. Application must be made to the administrator within 14 days of the change of ownership. The administrator will charge £35 for this service. Under no circumstances can this Maintenance Contract be transferred to another vehicle or to/via any member of the motor trade. If the cover is transferred to a new owner the Maintenance Contract will not be subject to the cancellation period. **Please note that any existing faults at the time of transfer will not be covered.**

Note: This product is limited to one transfer during the period of cover.

Note: Renewable agreements are non-transferable.

NOTE: If you have financed your contract via Bumper interest free instalments, please note any outstanding finance due at the point of transfer will need to be settled and evidenced to us before the transfer can be actioned.

SERVICE REQUIREMENTS

The vehicle must be serviced in line with the manufacturer's recommended guidelines. If there is no valid service record book or printed service history supplied with the vehicle upon taking ownership, then the first service must be carried out within 10,000 miles or 12 months from date of purchase (whichever comes first).

The service must be completed at a VAT registered garage and must consist of the following as a minimum requirement:

1. Change engine oil and filter.
2. Check oil levels in the gearbox and differential top up where necessary.
3. Check coolant level and anti-freeze/inhibitor strength top up where necessary.
4. Check timing belt (if fitted), and renew if necessary.
5. Brake fluid must be replaced in accordance with the manufacturer's recommendation.

If there is a valid service history supplied with the vehicle, then the manufacturers recommended schedule must continue to be followed upon ownership. Servicing must be completed at a VAT registered garage and fully itemised invoices must be retained. Pre-delivery inspection will not be classed as a service. If any circumstances prevent the service being carried out at the correct time, Autoguard Warranties Ltd must be informed immediately.

The only acceptable proof of servicing will be the fully detailed VAT service invoices indicating servicing dates and mileages and/or a correctly completed and fully stamped service booklet.

Please retain proof of all previous service invoices for our inspection in the event of a repair request.

Failure of the above service requirements will result in automatic rejection of the repair request and your Maintenance Contract cover will become null and void. Any refunds will be at our discretion ONLY when the terms and conditions have been breached.

RENEWABLE PRODUCTS

Whilst efforts will be made by the Administrator to contact you, by email, in advance of the first product renewal date, the onus and responsibility to submit the required information in good time, in advance of the first renewal date and subsequent annual renewals thereafter, is solely that of the guarantee holder named on the agreement form. Failure to submit the required documentation & information in good time in advance, will lead to the product becoming void and no further repair requests being considered.

Renewable products are not transferable in any form.

The documentation & information required is as follows;

- Clear scanned copy of page 1 & page 2 of the V5 registration document.
- Service records for the vehicle since inception of the product to date.
- Accurate current speedometer reading.

This information should be provided one calendar month in advance of the renewal date and sent via email to renewals@autoguardwarranties.com

THE AUTOGUARD APP

View your Autoguard cover from the touch of a button.

The Autoguard App allows you to manage and monitor your Autoguard products with the greatest of ease.

1 **Scan** the QR Code **Or Find** the app in your **App Store** by searching **AUTOGUARD**

2 **Download and Install the app**

3 **Register your account on the app.**

4 **Link your contract**

You can find your eleven-character Contract Agreement Number in the top left hand corner of your Contract Agreement that you were sent by email on the day of purchase.

5 **Enjoy the benefit**

Take advantage of all the discounts and easy-to-access features.

EVOLVED

OVERVIEW

WHAT IS COVERED?

ALL MECHANICAL AND ELECTRICAL COMPONENTS THAT WERE MANUFACTURER'S ORIGINAL FITMENT, FOR MECHANICAL FAILURE.

BATTERY
- Electrical Battery Unit HVB

POWER MANAGEMENT
- Power Controller
- Electric Drive Motor
- Power Converter
- Power Inverter Module
- Coolant Heater
- On Board Charger
- Heat Exchanger
- Regenerative Brake Systems (Excludes Brake Pads & Discs)
- Electric Vehicle Control Modules

BRAKES
- Master Cylinder
- Servo
- Brake Pumps
- Brake Limiter Valve
- ABS Computer
- ABS Sensors
- ABS Pumps
- Brake Calipers*
- Caliper Motors*

STEERING
- Steering Rack
- PAS Pump
- Electronic Power Steering

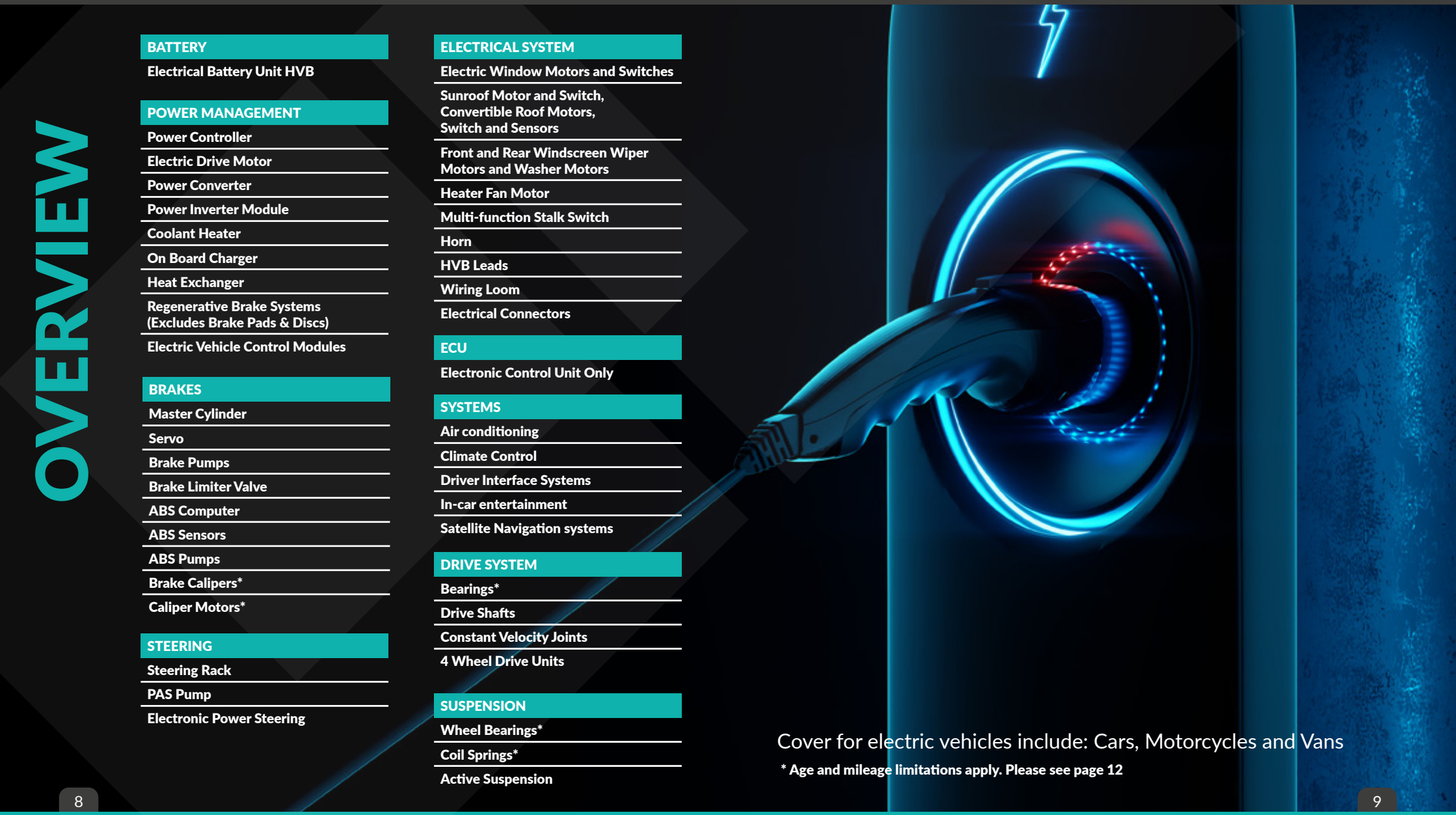
ELECTRICAL SYSTEM
- Electric Window Motors and Switches
- Sunroof Motor and Switch, Convertible Roof Motors, Switch and Sensors
- Front and Rear Windscreen Wiper Motors and Washer Motors
- Heater Fan Motor
- Multi-function Stalk Switch
- Horn
- HVB Leads
- Wiring Loom
- Electrical Connectors

ECU
- Electronic Control Unit Only

SYSTEMS
- Air conditioning
- Climate Control
- Driver Interface Systems
- In-car entertainment
- Satellite Navigation systems

DRIVE SYSTEM
- Bearings*
- Drive Shafts
- Constant Velocity Joints
- 4 Wheel Drive Units

SUSPENSION
- Wheel Bearings*
- Coil Springs*
- Active Suspension



Cover for electric vehicles include: Cars, Motorcycles and Vans

*** Age and mileage limitations apply. Please see page 12**

ANNUAL MAINTENANCE INSPECTION

You are entitled for reimbursement of 1 (one) annual maintenance inspection at the start of each 1 (one) year period on products with duration 13 months or more. The reimbursement is at the stated rate within the product.

To arrange your annual maintenance inspection, contact our administration team on **03432 271 499** to obtain the agreed maintenance inspection check sheet.

Please contact your selling dealer if they have workshop facilities on site. Alternatively, the maintenance inspection may be completed at any VAT registered garage. Autoguard Warranties Ltd will contribute up half an hour (0.50 hours, up to a maximum of £50 inc VAT) at your stated labour rate towards the inspection costs.

Your repairer must contact the team at our offices to obtain a repair authorisation number before work is started.

RECTIFICATION AND OR MAINTENANCE REPAIRS.

If the maintenance inspection reveals an issue with your vehicle, your supplying dealer or repairer will be able to tell you what work is needed, what may be covered under the product, along with what work is advised but not covered by the plan. You can then decide to continue at your expense.

You should provide the repairer with the approved maintenance inspection report to complete.

Once completed send the maintenance inspection report to our offices, along with the final VAT invoice made to Autoguard Warranties Ltd, clearly showing, the obtained reference number, the vehicle details & vehicle registration number.

Whilst we accept responsibility for the quality of all maintenance inspections, the maintenance inspection is an inspection at that time only & does not replace the requirement for the vehicle to be serviced and maintained as per the vehicle manufacturer's stated schedule for service & maintenance.

Please note, any repair request must be made before the expiry of your Plan, no inspection repair request can be made retrospectively or without an Authority Number issued by Autoguard Warranties. The maintenance check must be undertaken within 60 days of the anniversary of the Plan. The annual maintenance check will include an inspection of the following.

If any parts do not perform their design function or are subject to failure, we will be notified by the garage of a maintenance request on your behalf. Any request will be considered as part of this Agreement and will be subject to Plan terms and the repair request limit you have selected.

INTERIOR CHECK
Operation of In car entertainment
Operation of Sat Nav
Performance of instrument gauges and horn
Operation of clutch (where applicable)
Handling of brake pedal
Parking brake performance
Functioning of interior lights
Operations of steering wheel controls
Check operations and condition of sunroof mechanism (if applicable)
Operation dashboard lights
Check operation of Aircon Climate Control System (where applicable)
Check heating system operation

ENGINE COMPARTMENT CHECK
Check engine oil level and condition
Review engine and gearbox operation
Gear box levels manual/automatic (where applicable)
Fluid level brake, clutch, power steering washer reservoir and battery (including security)
Coolant system level (and condition)
For oil and water leaks
For excessive noise

ROAD TEST CHECK
Satisfactory starting, general performance and behaviour of the vehicle
Particular attention to the operation of the clutch,
Transmission, steering suspension and brakes including A.B.S
Listen for abnormal noises

EXTERIOR CHECK
Operation of exterior lighting equipment and respective control lights and cluster illumination
Operation of wipers and washers
Operation of door locks
Operation of central locking
Operation of door windows (manual/electric)
Performance of parking sensors (where applicable)

EXHAUST CHECK
Exhaust condition
Catalytic Converter
Diesel Particular Filter

STEERING AND SUSPENSION CHECK
Operation and condition of steering for leaks
Status of front and rear suspension

THE FOLLOWING EXCLUSIONS APPLY TO THIS MAINTENANCE CONTRACT

COMPONENTS & FAILURES NOT COVERED BY THIS MAINTENANCE CONTRACT

- Gradual deterioration of performance of a component in line with the age and mileage of the vehicle will be classed as “wear and tear” and is excluded from the Maintenance Contract, unless additional wear & tear cover has been purchased.
- All bodywork and trim, seat belts (any part), glass (including heated screens and door mirrors), sunroof panels, wheels and tyres. Air bags or disposal of air bags.
- External fluid leaks, odours, external oil leaks and seals.
- Consumable items such as, but not exclusively limited to light bulbs, drive belts, wiper blades, brake linings, brake discs, cylinders, cables, bushes, all pipes, all hoses, keys and key fobs.
- All fuses/fuse links are excluded.
- Blocked, porous or seized components.
- Software, firmware or "flash" updates for any component.
- Nuts, bolt, mounts and brackets.
- Water ingress and damage caused to any component by water ingress.
- Seals & gaskets of any description, save where specifically covered, including but not limited to sealing compounds, silicone sealant and liquid gaskets.
- LEDs, LCDs, all internal & external lamps and standard 12/24v lead acid batteries.
- Corroded, burnt or sticking components.
- Paint - the painting of parts replaced under the Maintenance Contract will not be covered.
- The cost of any servicing or service items.

NOTE

- Those components covered are covered against mechanical breakdown. The replacement of lubricants, antifreeze and fluids is included provided the replacement is necessitated by the failure of a authorised component and the vehicle is not within 1,000 miles of its next due service.

- External oil leaks are specifically excluded.

- The maximum contribution for diagnostics is £65 inclusive of VAT only where the repair request is valid and has been approved by our Team.

- Wheel Bearing, Coil/Leaf spring and Intake Manifold (including Flap motors and runners) failure will be covered on Vehicles up to 6 years old or 70,000 miles only - whichever comes first.

-Where the failure has been confirmed on a diagnostic machine, the fault codes must be submitted as supporting evidence, along with the repair request invoice.

FAILURE DISCOVERED DURING ROADWORTHY TEST / MOT

If your maintenance contract has a duration longer than 12 months and the vehicle has failed it’s annual roadworthy test / MOT due to a covered component that has suddenly and unexpectedly failed then we may look to assist with the costs of the repair in line with the terms and conditions of this contract.

TERMS & CONDITIONS

This section details the terms, conditions and exclusions of this Maintenance Contract:

1. Autoguard Warranties Ltd on behalf of the Maintenance Contract holder will provide administration and repair request services in connection with mechanical breakdown as set out in this Maintenance Contract booklet and agreement form during the period of cover and will repair, or arrange for the repair of your vehicle as detailed in this booklet and the agreement form. The Maintenance Contract will not be valid unless Autoguard Warranties Ltd receives the full fee for the Maintenance Contract. Autoguard Warranties Ltd will not be liable if we do not receive the full fee from the dealer from whom you purchased your vehicle within 14 days, unless otherwise agreed, of you taking delivery of the vehicle.
2. The Maintenance Contract does not apply to any vehicle(s) used for competitive and/or timed racing of any sort, (including but not limited to off-road driving, vehicles acting as a pace make and/or safety vehicles), any vehicles used by any emergency services (including but not limited to police, fire and ambulance service vehicles), any military vehicles, any vehicles used by airport authorities or their agents/servants within the territorial boundaries of the airport (including runways and any outbuildings associated with the airport), any vehicles used for hire or reward (including but not limited to taxis and self drive vehicles), any vehicles used by a driving school, any kit cars and any nonstandard, customised or modified vehicles.
3. The supplying dealer has given the administrator your information in order to validate the contract for services between you and the administrator.
4. The Company will not pay more than the repair request limit shown on the agreement form or, if lower, in this Maintenance Contract booklet.
5. No liability will be accepted for any repair request that is reported to the administrator more than seven days after the relevant fault is discovered.
6. No repairs may be carried out under the Maintenance Contract until the administrator provides a repair request number for those repairs. Failure to obtain prior approval for any repair request will lead to the repair request being declined in its entirety. No liability shall exist in respect of parts supplied, repairs carried out or any other repair request under this Maintenance Contract other than repair requests in accordance with the procedures set out in this Maintenance Contract booklet. We reserve the right to seek the most cost-effective repair. This may include the approval of using reconditioned, remanufactured, refurbished or exchange parts / units.
7. Authorised repairs must be completed within 30 days of approval issue date. Repair request documentation must be received by the repair request department within 7 days of completion of repairs, otherwise they cannot be accepted.
8. The maximum repair requests in aggregate we will pay during the period of cover is up to the purchase price of the vehicle as stated on the agreement form.
9. The amount of time allowed for labour will be according to Autodata times and the labour rate will be specific to each dealer. The administrator reserves the right to examine the vehicle and failed part and to subject them to expert independent assessment to determine the amount to be paid in respect of a repair request. This will be subject to the repair request limits and the terms and conditions of your Maintenance Contract.
10. Services must be carried out in accordance with the schedule described in the service requirements section of this Maintenance Contract (page 6) - you must keep all the service invoices in the event of any repair request.
11. The mileage quoted on the agreement form does not guarantee this is the true distance the vehicle has covered and the mileage should be disregarded.
12. Your Maintenance Contract excludes any liability for death, bodily injury or loss of or damage to property other than the listed components or loss of use or any consequential loss of whatsoever nature.
13. No liability will be accepted for damage caused by:
    - Neglect;
    - Corrosion;
    - Water Ingress;
    - Any foreign matter getting into or onto a part;
    - Lack of servicing;
    - Over-heating or freezing;
    - Abuse;
    - Damage to parts not covered by this Maintenance Contract.
14. No liability will be accepted for: parts that have been fitted incorrectly, the effects of poor repairs, faults or defects at the time of the sale, parts that have been made or designed badly, parts not fitted as standard or optional extras by the manufacturer, unless cover for such items is agreed beforehand.

TERMS & CONDITIONS

15. The administrator may declare void any Maintenance Contract where the agreement form does not correctly show the exact vehicle type, model, age and mileage. If you give incorrect information on the agreement form, your Maintenance Contract may be void, or at the administrator's option, allowed to continue subject to the payment and receipt of any additional fee that may be required to reflect the correct information.
16. If you have not kept to the conditions of the Maintenance Contract, you agree that your repair request will be rejected and that your Maintenance Contract will be cancelled.
17. If you or a repairer makes a false or dishonest repair request, your Maintenance Contract will be cancelled and legal action may be taken against you.
18. In the event of a repair request the administrator reserves the right to call for a contribution from the Maintenance Contract holder for betterment should the repaired vehicle ultimately be in a better condition or have a better value than it enjoyed immediately prior to the repair request.
19. You cannot change the terms and conditions unless you have written agreement from Autoguard Warranties Ltd.
20. If you are in breach of any of the terms of this Maintenance Contract, the administrator may cancel this Maintenance Contract by giving 14 days notice by recorded delivery to the last known address of the Maintenance Contract holder.
21. No liability will be accepted for any consequential loss or damage to parts not covered by this Maintenance Contract where consequential loss is caused by a covered part.
22. The administrators reserve the right to amend the Maintenance Contract details from each renewal year.
23. If the administrator accepts that there is a repair request under this Maintenance Contract but there is a disagreement in respect of the amount to be paid, the disagreement will be referred to an independent arbitrator. In these circumstances the arbitrator's award must be made before there is any right of action against the Company.
24. The Terms and Conditions and application details will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined will have its ordinary meaning.
25. Non-Disclosure, Misrepresentation or Misdescription - this Maintenance Contract is voidable if you or anyone acting for you fails to disclose, misrepresents or misdescribes any material fact. If the administrator voids this Maintenance Contract they will void it in its entirety and no cover will apply.
26. Should the vehicle be involved in a total loss claim via your own motor policy, this Maintenance Contract will become void and no refund will be offered.
27. No liability will be accepted for any repair request, if at the time of the reported failure, the vehicle is being used in contravention of the current legislation with regards to MOT, Vehicle Excise Duty (Road Tax) and Motor Insurance.
28. Unless specifically agreed otherwise, the law that will apply is English law.
29. Once a repair request has been notified, you will have 7 days in which to provide further information and or diagnostic evidence of failure of a covered component, in order for any repair request to be considered. If the contract reaches its natural expiry date during or after this 7 day period, no repair request would be considered without written consent from the Administrators.
30. If mutiple repairs are present at the same time then they will be treated as one repair request.
31. Please note that Autoguard Warranties operates a strict zero tolerance verbal abuse policy when dealing with customers. Autoguard Warranties reserves the right to immediately cancel the customers cover, without any refund, in any situation where a customer delivers verbal abuse or threats in any medium, that are directed against a member of our staff and or the business

    including sexual harassment in any form.

TERMS & CONDITIONS

Exclusions

The Company shall not be liable for any repair requests arising thereby or indirectly caused or contributed by or in consequence of a loss;

1. (a) Occurring during the warranty or warranty 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 Maintenance Contract (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 nonstandard 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) Routine servicing maintenance or repair of the vehicle or from negligence, abuse or wilful damage.

   (iii) The subjecting of the vehicle to a load greater than that permitted by the manufacturer's recommendations.

   (iv) 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.

   (v) Any road traffic accident, collision or fire damage; including total loss of vehicle.

   (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.
2. Local taxes, when repairs are completed outside of the UK.
3. Any ancillary components or equipment not listed under the "What is Covered" section.
4. Mechanical breakdown due to lack of antifreeze, hydraulic fluids, grease or oils.
5. Investigatory or remedial work commenced before authorisation by the administrator.
6. Costs incurred in routine servicing or repairs.
7. Any parts, which have not failed but have been reported as requiring replacement during routine servicing and/or repairs or at the time of when a Maintenance Contract repair is in progress.
8. Liability, which attaches to the Maintenance Contract holder by virtue of an agreement but which would not have attached in the absence of such agreement.
9. 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.
10. Any liability for death, bodily injury or loss of or damage to property other than the covered components or loss of use or any consequential loss of whatsoever nature.
11. Non-compliance with the conditions relating to the servicing of the vehicle.
12. The cost of any servicing or service items.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this Maintenance Contract.

We/us/our
Shall mean Autoguard Warranties Ltd, whose registered address is: Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey GU16 7ER.

You/your/yourself
Shall mean the person named on the agreement form as being the customer.

Maintenance Contract
The Maintenance Contract is a contract of services between you, the legal owner of the vehicle as named on the agreement form and the administrator. By accepting this contract you are indicating your willingness to enter into a service that covers the vehicle for sudden and unexpected mechanical breakdown as defined by the length of contract and the repair request limit as detailed on the agreement form.

Please note that this Maintenance Contract is not an insurance product.

This Maintenance Contract does not affect your legal rights under the Consumer Rights Act 2015. You can get advice about your rights from your local Citizens Advice Bureau or Trading Standards Service.

Administrator
Autoguard Warranties Ltd, Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey GU16 7ER. Registered company number 6574030.

Repair request
Shall mean the process you need to follow to notify us that your vehicle has experienced a sudden and unexpected mechanical breakdown.

Repair request limit
Is the maximum amount that can be provided on each individual repair request exclusive of VAT as stated on the agreement form. The maximum amount that can be provided under the Maintenance Contract during the period of cover is limited to the purchase price of the vehicle in aggregate.

Agreement form
Confirmation of the vehicle, the Maintenance Contract holder's details, Maintenance Contract duration, type of cover selected and repair request limit applicable.

Consequential loss
Any other costs which are directly or indirectly caused by the event which led to your repair request unless specifically stated in this Maintenance Contract.

Betterment
Is a contribution from the Maintenance Contract holder where the repaired vehicle ultimately will be in a better condition or have a better value than it enjoyed immediately prior to the repair request.

Labour rates
Shall mean what a vehicle repairer can charge by the hour to cover their labour costs, subject to the maximum labour rate stated on your agreement form.

Mechanical breakdown
Shall mean internal failure which is hereby defined as the actual and sudden mechanical failure or breakdown of an item listed under the 'What is Covered' section which results in the sudden stoppage of its normal functions and which necessitates repair or replacement to resume those functions. Failure or breakdown, which ultimately results from wear and tear is excluded from the scope of cover afforded by this Maintenance Contract.

Period of cover
The Maintenance Contract commences on the date shown on the agreement form or with new vehicles on the expiry of the manufacturer's warranty period. The duration of your Maintenance Contract is also stated on the agreement form.

Territorial limits
England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands. The vehicle is also covered in the European Union for a maximum of 60 days in any 12 months of cover.

Wear and tear
The gradual deterioration associated with normal use and age of the vehicle and its components.

Autodata
An industry reference, including but not limited to Autodata, Glasses Guide etc. for the confirmation of repair times and service requirements used extensively by the motor industry.

Vehicle
The vehicle as shown on the agreement form / policy schedule, which you have purchased by the named motor dealer and is eligible for the cover stated. Unless otherwise agreed in advance by the

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PLEASE NOTE

Shortly before your renewal date we may attempt to contact you as a reminder and as part of our continued service to you, to explore any renewal options you may wish to consider.

Did you know we have an App?
Scan the QR code or visit our website for more information

THE MOTOR OMBUDSMAN
Motor Industry Code of Practice for
Vehicle Warranties

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