AUTOGUARD
WARRANTIES

PLATINUM

WITH EUROPEAN BREAKDOWN ASSISTANCE

Mechanical & Electrical Breakdown Maintenance Contract



MULTI-AWARD WINNING PROVIDERS

MOTORTRADER INDUSTRY AWARDS 2019 WINNER

THE MOTOR OMBUDSMAN CUSTOMER SERVICE STAR AWARDS WINNER

MOTORTRADER INDEPENDENT DEALER AWARDS 2020 & 2021 WINNER

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

THE MOTOR OMBUDSMAN CUSTOMER SERVICE STAR AWARDS WINNER

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 the validity of repair requests.
Please contact us on the details provided should you have any questions.

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
- 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.

CANCELLATIONS

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.

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:
   Maintenance contract 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, The repairers VAT invoice MUST be made to Autoguard Warranties Ltd, 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 s 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.

VEHICLE RECOVERY - ROADSIDE ASSISTANCE

Section A - **Roadside assistance**
Section B - **Nationwide recovery**
Section C - **Homestart in the UK**
Section D - **European breakdown**
Section E - **Misfuelling**
Section F - **Emergency Key Protection**

Please see page 16 for full details

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 s department. Reimbursement will be at the exchange rate current at the time of the repair.

TRANSFER REQUEST

Subject to our approval, and that no repair requests have been approved or paid,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 faults present at the time of transfer will not be covered.**

Note: Maximum duration of Roadside Breakdown Assistance is 36 months (or period of cover, if less, as stated on your agreement form.)

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.

REPLACEMENT VEHICLE HIRE

Provided that the actual repair time for removal and replacement of the covered components is listed in Autodata as being in excess of 8 hours, we will contribute up to £50 inc. VAT per day as part of the overall repair request towards the cost of hiring a replacement vehicle.

A maximum of 7 days replacement vehicle hire is available with one day being allowed per 8 hours of repair time. Delays awaiting parts or the completion of repairs is not included.

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 service contract cover will become null and void. Any refunds will be at our discretion ONLY when the terms and conditions have been breached.

FAILURES 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.

PLATINUM

WITH EUROPEAN BREAKDOWN ASSISTANCE

AUTOGUARD WARRANTIES

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

Mechanical & Electrical Breakdown Cover

PLEASE REFER TO PAGE 12 FOR DETAILS OF EXCLUSIONS TO COVER UNDER THIS MAINTENANCE CONTRACT

TRANSMISSION / DRIVETRAIN

- Drive Shafts
- Universal Joints and Couplings
- Suspension
- Half Shafts
- Manual Gearbox
- Automatic Gearbox
- Torque Converter
- Differential
- Clutch*

FUEL SYSTEM

- Mechanical or Electrical Fuel Pumps
- Tank Sender Unit
- Airflow Meter
- NOX Sensor
- Injectors
- Oxygen Sensor
- Map Sensor
- Catalytic Converter
- Diesel Particulate Filters
- EGR Valves

SUSPENSION

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

STEERING

- Steering Rack
- Steering Box
- PAS Pump
- Electronic Power Steering

ENGINE

- Rocker Assembly
- Hydraulic Followers
- Inlet and Exhaust Valves
- Valves, Springs and Guides
- Cylinder Head
- Cylinder Head Gasket
- Camshaft and Followers
- Timing Gears and Chains
- Oil Pump, Pistons and Rings
- Cylinder Bores
- Con Rods
- Gudgeon Pins
- Crankshaft
- Inlet Manifold**
- Flywheel
- Turbo

ENGINE COOLING SYSTEM

- Water Pump
- Engine Cooling Fan
- Thermostat
- Radiator
- Engine Oil Cooler and Heater Matrix
- Coolant Temperature Sensor

FRONT AND REAR BRAKES

- Brake Master Cylinder
- Brake Servo
- Anti Locking Brake System - ABS
- ABS Modulator
- Wheel Speed Sensors

HYBRID AND ELECTRIC VEHICLES

- Power Controller
- Electric Drive Motor
- Power Converter
- Power Inverter Module
- Coolant Heater
- On Board Charger
- Heat Exchanger
- Regenerative Brake Systems (Excludes Brake Pads & Discs)
- Hybrid Vehicle Control Modules
- Electric Vehicle Control Modules
- Electrical Battery Unit HVB (High Voltage Battery Pack)
- Cell Groups (Repair only, excludes Cell degradation and Cell damage due to over or under charging or water ingress)

ELECTRICAL SYSTEM

- Starter Motor and Stop/ Start Technology
- Alternator
- 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
- Ignition Coils

ENGINE MANAGEMENT

- Engine Electronic Control Unit Only

ADDITIONAL COVER

In-car entertainment systems (ICE) and Satellite Navigation systems

Air conditioning and Climate Control Systems

Driver Interface Systems
Any system such as (but not exclusively) MMI, I-Drive, Command, HondaLink, NissanConnect, which controls multiple vehicle functions via a central control system interface.

Batteries
The main vehicle starting battery for ICE engine only (lead acid battery / gel type types only) will be covered up to 6 months or 6000 miles from the date of purchase, whichever comes first.

For Hybrid see page 9.



**Please see page 12 for mileage and age restrictions

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
Functioning 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)
Examine dashboard lights
Check operation of Aircon Climate Control System (where applicable)
Check heating system operation

ENGINE COMPARTMENT CHECK
Vertify 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
Execution of wipers and washers
Engagement of door locks
Efficiency 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

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, fuel tank, 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, glow plugs, all pipes, all hoses, keys and key fobs.
- Blocked, porous or seized components.
- Brake callipers and calliper motors.
- Software, firmware or "flash" updates for any component.
- Nuts, bolts and 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.
- Clearing or cleaning of fuel lines or components, contamination of fuel system either by incorrect fuelling or water ingress.
- Clutch release bearing, concentric slave cylinders, centre plate and friction material.
- Electrical connections, LEDs, LCDs, all internal & external lamps, wiring looms and batteries, (for Hybrid please refer to pages 8 & 9.)
- Exhaust system including but not limited to manifolds, mufflers, brackets, exhaust valve actuators and mountings.
- Cylinder block liners for vehicles over 3000 cc.
- Carbonised, pitted, 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.

- Those components covered are covered against mechanical breakdown. The replacement of oil filters, 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 £150 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.

- Catalytic converter, EGR valves and Diesel particulate filters are covered for failure only. Faults due to corrosion, blockage or failure to re-generate are excluded.

Timing Belts - Otherwise known as camshaft drive belts. If your vehicle has a timing belt, please make sure it is in good condition and that it is checked and changed in line with the manufacturer’s recommendation. If the timing belt breaks it can cause serious and unnecessary engine damage and inconvenience.

No responsibility will be accepted for damage caused by the failure of a worn out/or incorrectly fitted timing belt.

DPF

If an additional fee has been paid for cover of diesel particulate filters, this component is covered up to a maximum contribution of £300 (plus vat):

- towards cleaning the component, or,
- if after cleaning does not resolve the issue, towards a replacement.

This contribution can not exceed the maximum repair request limit (as found on your contract agreement form).

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. 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. The administrator reserves the right to provide replacement parts and to carry out repairs under this maintenance contract or to arrange for their provision by other persons.
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. If your vehicle is found to be fitted with any form of fuel tamper device then your maintenance contract will be void.
30. If mutiple repairs are submitted 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) The use of a grade of fuel not recommended by the manufacturer of the vehicle or the ingress of foreign matter into fuel, lubricants or cooling system. The use of inadequate or improper antifreeze protection.

   (iii) Routine servicing maintenance or repair of the vehicle or from negligence, abuse or wilful damage.

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

   (v) Fire, self-ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped there from or any extreme cause.

   (vi) Any road traffic accident, 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 fuel, 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. Any faults of defects deemed to have been present at the time of maintenance contract inception.
13. The cost of any servicing or service items.

ROADSIDE ASSISTANCE & RECOVERY

IN THE EVENT OF A BREAKDOWN CALL
UK 01206 812 780 EUROPE 00 44 1206 812 780

IN THE EVENT OF BREAKDOWN
Call our emergency helpline on: -
UK 01206 812 780 Europe 00 44 1206 812 780

Section A – Roadside Assistance
(see page 18 for full details)

Section B – Nationwide Recovery
(see page 19 for full details)

Section C – Homestart in the UK
(see page 19 for full details)

Section D – European Breakdown
(see page 197 for full details)

Section E – Misfuelling
(see page 21 for full details)

Section F – Emergency Key Protection
(see page 22 for full details)

Please be prepared to provide the operator with the following information:
- **Your maintenance contract number**
- **Your name**
- **Exact location of vehicle**
- **Nature of breakdown**
- **Registration Number of Vehicle**

We will then arrange for one of our recovery operators to attend the given location, as quickly as possible.

Our helpline is available 24 hours a day, 365 days a year.

LEVEL OF ASSISTANCE
As defined on your Agreement Form.

CHANGE OF ADDRESS
Assistance at your home is only covered at the address registered at inception. If you change address please notify us immediately.

PERIOD OF ASSISTANCE
The roadside breakdown assistance is for the period as stated on your Agreement Form.

CALL ASSIST

Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX
UK Breakdown Tel: 01206 812 780

TERMS & CONDITIONS

Call Assist Limited operates the 24-hour motoring assistance helpline.

This document sets out the terms and conditions of **your Autoguard** recovery and it is important that **you** read it carefully. There are different levels of assistance available. The assistance **you** hold will be set out in the accompanying agreement form. If changes are made, these will be confirmed to **you** separately in writing.

Each section of assistance explains what is and is not included. The 'What is not covered' section applies to all sections of the assistance, and there are general conditions that **you** must follow so **you** are entitled to the assistance.

MEANING OF WORDS

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings.

WE, US, OUR

Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX, Registered Company Number 3668383.

In the Data Protection Act section of this maintenance contract '**we**' also means Autoguard Warranties Ltd.

VEHICLE MAINTENANCE CONTRACT

This maintenance contract includes breakdown assistance for the specific **vehicle** (or **vehicles**) shown on **your** agreement form. These are the only **vehicles** that this assistance applies to.

YOU, YOUR, DRIVER

The maintenance contract holder named on the Agreement or any person driving the **vehicle**, and any passengers in the **vehicle**. (**We** will only help up to seven people, including the **driver**.)

VEHICLE(S)

Vehicle means the private car or motorcycle which is less than 16 years old (11 years within Europe) and which is:
- no longer than 5.1 metres;
- no heavier than 3,500 kilograms;
- no higher than 1.95 metres; and
- no wider than 2.1 metres;

as shown on **your** agreement form; this only applies under the vehicle maintenance contract.

If the **vehicle you** are in breaks down while **you** are towing a caravan or trailer, **we** will recover the **vehicle** and the caravan or trailer, as long as the caravan or trailer is not more than:
- 8 metres long;
- 3 metres high; and
- 2.55 metres wide.

The **vehicle you** are travelling in must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for the **vehicle**, caravan or trailer, if it is designed to carry one.

If the vehicle is not carrying the equipment it is designed to, **we** will only be able to provide **you** with a local recovery.

YOUR HOME

The last address (in the UK) **you** gave to Autoguard Warranties Ltd as being where **you** permanently live or where **you** keep **your vehicle**. **You** must have started out from **your home** on **your journey** for assistance to apply.

BREAKDOWN

Not being able to use the **vehicle** because of:
- a mechanical breakdown;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery;
- it having no fuel; or
- putting the wrong fuel into it.

TERRITORIAL LIMITS

UK, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

For European breakdown assistance (section D only) this also includes Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe.

TERMS & CONDITIONS

PERIOD OF ASSISTANCE
The period of time which the assistance applies to that is shown on **your** Agreement Form.

JOURNEY
A trip between **your** home in the UK and a place abroad, within the territorial limits. The trip must not be longer than 31 days in a row, or not more than 90 days in total during the period of assistance.

LUGGAGE
Suitcases or other bags that contain personal belongings for **your journey**.

The assistance provided under each section is governed by the general conditions and the 'What this service does not provide' section shown in sections G and H.

HOW TO CONTACT US FOR HELP
To get UK emergency help, phone: 01206 812 780.

You may have to pay a charge if **you** use a mobile phone to call this number.

If **you** need Breakdown Assistance in Europe, please call: 00 44 1206 812780.

Text messaging is available if **you** are deaf, hard of hearing or have speech difficulties. Please text **your** full name, maintenance contract number, vehicle registration and maintenance contract postcode to 07537 404890..

You should have the following information available.

- The **vehicle's** registration number
- **Your** name, home postcode and contact details
- **Your** maintenance contract number
- The make, model and colour of the **vehicle**
- The location of the **vehicle**
- An idea of what the problem is
- An SOS box number (if this applies).

We will take **your** details and ask **you** to stay by the phone. Once **we** have made all the arrangements, **we** will call or text **you** to advise who will be coming out to **you** and how long they are expected to take. **You** will then be asked to return to **your vehicle.**

SAFETY
Please take reasonable care at all times but stay near **your vehicle** until **our** recovery operator arrives. Once **our** operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that **you** have contacted **us** or give them our phone number to call **us** for **you**.

HELP ON MOTORWAYS
If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the number shown above.

You will only be able to use the services we provide by contacting the emergency helpline number.

SECTION A – ROADSIDE ASSISTANCE

What is Included

- If the **vehicle** breaks down more than one mile from **your** home, **we** will arrange and pay for a breakdown vehicle to come to the **vehicle** (for up to one hour) to try to get it working again.
- If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange for the **vehicle**, the **driver** and up to six passengers to be recovered to one of the following locations, taking **your** circumstances into account within 15 miles.
  - **your** original destination;
  - **your** original departure point; or
  - a suitable local garage for it to be repaired. **You** must pay the cost of any repairs*.
- If **you** lose or break **your vehicle** keys, **we** will pay for the call-out and mileage back to **our** rescue operator's base. **You** will have to pay all other costs.
- We will pass on up to two messages to either **your home** or place of work to tell them about **your** situation.

What is not Included

- A **breakdown** at or within one mile from **your home**.
- Travel outside the UK.
- Anything mentioned in the 'What this service does not provide' section (Please see section G and H.)

** If the failed component falls within the scope of your maintenance contract then the maintenance contract re-pair request procedure must be followed. You may then be able to get the repair cost partly or completely refunded.*

TERMS & CONDITIONS

SECTION B – NATIONWIDE RECOVERY IN THE UK

The assistance in this applies as well as the assistance shown in A.

What is Included

If the **vehicle** cannot be made safe to drive at the place **you** have broken down, and cannot be repaired the same day at a suitable local garage, **we** will choose the most appropriate solution from one of the following options, taking **your** circumstances into account.

Option 1: **nationwide recovery: If you ask, we** will take the **driver** and up to six passengers, together with the **vehicle**, to either where **you** were originally travelling to or **your home** address. **We** will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, as long as this can be done in one journey.

Option 2: **overnight accommodation: we** will pay the costs for bed and breakfast for one night only. **We** will pay up to £40 (inc VAT) for each person (up to a total of £280 (inc VAT per event).

Option 3: **24-hour UK hire vehicle: we** will pay (up to £100) for a hire vehicle (with an engine of up to 1600cc for up to 24 hours). **You** will be responsible for returning the hire **vehicle** and collecting **your** repaired **vehicle. You** must meet the conditions of the hire-car company to be able to hire a car.

EMERGENCY DRIVER
As well as the above, if during the journey, the **driver** cannot drive because of an injury or illness they have gained, and there is no one else able or qualified to drive the **vehicle**, **we** will provide, and pay for, a driver to finish the journey or return the **vehicle** and passengers to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the driver before **we** provide this service.

What is not Included

- A **breakdown** at or within one mile from **your home**
- Travel outside the UK
- Anything mentioned in the 'What this service does not provide' section (Please see section G and H.)

SECTION C – HOMESTART IN THE UK

The assistance in this section applies as well as the assistance shown in sections A (and B).

What is Included

- If the **vehicle** breaks down anywhere at or within one mile from **your home, we** will arrange and pay for a breakdown vehicle to come to where **you** are for up to one hour to try to get the **vehicle** working again.
- If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for the **vehicle**, the **driver** and up to six people to be taken to a suitable local garage (normally within 15 miles), for it to be repaired. **You** must pay the costs of any repairs.

What is not Included

- Travel outside the UK.
- Anything mentioned in the 'What this service does not provide' section. (Please see section G and H.)

SECTION D – EUROPEAN BREAKDOWN

As well as the sections A,B and C, this section applies.

D1 - BEFORE TRAVEL ABROAD STARTS
The service shown under section D4 below also apply in the UK, as long as **you** break down during **your journey.**

D2 - TOWING IN EUROPE
- If **your vehicle** breaks down, **we** will arrange for an **Authorised Operator** to come to where the **vehicle** is. **We** will arrange and pay for **your vehicle**, the **driver** and up to six passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. **You** must pay the costs of any repairs by credit or debit card.
- After the theft or attempted theft of the **vehicle** or its contents, **we** will pay the costs of repairing the damage to **your vehicle** or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make **your vehicle** secure.

TERMS & CONDITIONS

What is not Included

- Any amounts for making the **vehicle** secure once **you** have returned to the UK.
- Sending **you** home to the UK within 48 hours of the original **breakdown** no matter what ferry or tunnel bookings for the homebound journey or pre-arranged appointments **you** have made within the UK.
- Sending **you** home if the **vehicle** can be repaired but **you** do not have enough money to assistance the repair.
- Anything mentioned in the 'What this service does not provide' section (Please see section G and H).

Before travelling, it is recommended that **you** consult the laws of the country **you** are planning to visit. Before **you** travel, you should make sure that **you** check the documents **you** need to carry by law.

As a guideline, **we** recommend **you** take the following documents in case **you** need them by law in the countries in which **you** might break down.

- Photocard driving licence and supporting documents
- Insurance documents
- MOT certificate
- Logbook (V5 registration document)
- If **you** do not own the **vehicle**, confirmation that **you** have the owner's permission to drive it.

The above is not a full list and is for guidance only.

D3 - DELIVERING REPLACEMENT PARTS

What is Included

- If replacement parts are not available locally to repair the **vehicle** after a **breakdown**, **we** will arrange and pay to have the parts delivered to **you** or an agreed place as quickly as reasonably possible.
- Most European recovery operators are not equipped to repair your vehicle at the roadside. If you break down in Europe, the operator will take you and your vehicle straight to a facility for your vehicle to be examined and repaired.

What is not Included

- The actual cost of replacement parts and any customs duty. **You** must pay us this using a credit card or debit card or any other payment method **we** agree is suitable.
- Any amount for getting parts, if the replacement parts can be bought locally.
- Anything mentioned in the 'What this service does not provide' section (Please see section G and H).

D4 - NOT BEING ABLE TO USE YOUR VEHICLE

What is Included

If during **your** journey **your vehicle** breaks down and it is not safe to drive, and it will take at least eight hours to repair, or if it is stolen and not recovered within eight hours, **we** will arrange and pay for the most appropriate solution from one of the following options.

- Option 1: To move **you, your** passengers and luggage to where **you** were originally travelling to, and then, once your **vehicle** has been repaired, take **you** back to your **vehicle** or bring **your vehicle** to **you**.
- Option 2: The cost of hiring another car while **your vehicle** is being repaired. **We** will pay up to £70 a day and £750 in total, as long as **you** are able to meet the conditions of the hire-car company.
- Option 3: **We** will pay for bed-and-breakfast costs of up to £40 for each person each day (£500 in total for everyone in your group) while **your vehicle** is being repaired, as long as **you** have already paid for **your** original accommodation and **you** can't get **your** money back.

What is not Included

- The cost of fuel or lubricants **you** use in the hire **vehicle**.
- Replacement parts.
- Any insurance **you** have to pay to the hire-car company.
- The provision of rental motorcycles.
- Anything mentioned in the 'What this service does not provide' section (Please see section G and H).

D5- IF YOU BECOME ILL OR INJURED AND CAN'T DRIVE

What is Included

- If, during the **journey**, the **driver** cannot drive because of an injury or illness, and there is no one else able or qualified to drive the **vehicle**, **we** will provide, and pay for, a driver to finish the **journey** or return the **vehicle** and passengers to the place you were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide this service.

What is not Included

- Anything mentioned in the 'What this service does not provide' section (Please see section G and H).

TERMS & CONDITIONS

D6 - IF YOU CAN'T USE YOUR OWN VEHICLE TO GET HOME

What is Included

If after a breakdown **your vehicle** is still not repaired or safe to drive when it is time for **you** to go **home**, **we** will pay for (reasonable) suitable transport to get **you**, your passengers and **your** luggage to **your home**, and up to £150 towards other travel costs in the UK while **you** wait for your own **vehicle. We** will also pay storage charges (up to £100) while **your vehicle** is waiting to be repaired, collected or taken to the UK.

We will then choose the most appropriate solution from the following options.

- Take **your vehicle** to **your home** or **your** chosen repairer in the UK.
- Pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for **you** to go to get **your vehicle** once it has been repaired.

What is not Included

- Any costs **you** would have paid anyway for travelling **home**.
- The costs of returning **your vehicle** to the UK if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in the UK, after the **breakdown**.
- The costs of returning **your vehicle** to the UK if repairs can be done locally and **you** are not willing to allow this to happen.
- Anything mentioned in the 'What this service does not provide' section (Please see section G and H).

GENERAL NOTES RELATING TO EUROPE

If **you** break down on a European motorway or major road, generally **we** cannot help **you** and **you** will often need to get help using the SOS phones. The local services will tow **you** to a place of safety and **you** will have to pay for the service as soon as possible. **You** can then contact **us** if you need more help. **We** will pay up to €100 towards the costs, but **we** will only refund the cost when **we** have received a valid invoice or receipt. **We** will pay **you** in line with the exchange rate on the date of the request for service.

If **you** have broken down in a European country during a public holiday, many services will be closed.

In these circumstances **you** must allow us time to help **you** and repair **your vehicle. We** will not be held legally responsible for any delays in **you** reaching **your** destination.

GENERAL NOTES

Services not Included

We can provide help for faults that are not included under this maintenance contract or where **you** have made the maximum number of requests for service, or would like **us** to help more than six passengers as shown in this maintenance contract. All costs must be paid for as soon as possible by credit or debit card.

SECTION E – MISFUELLING

The assistance in this section applies as well as the services shown in section A (and B, C, D).

What is Included

We will pay for the following if your **vehicle** is subject to misfuelling in the United Kingdom. The following services are available both on the forecourt, where safe and achievable to do so, and once the **vehicle** has been driven away:

- **Draining and flushing the fuel tank** using a specialist roadside **vehicle or recovery of the vehicle**, the driver and up to six passengers to the nearest repairer to drain and flush the fuel tank. Refuelling the fuel tank with up to 10 litres of the correct fuel. A maximum value of £250 per call out applies in any period of assistance. **You** will be responsible for paying any costs in excess of £250 per call out.
- **We** will only assist with up to two misfuelling call outs each year.

What is not Included

- Where the misfuelling occurs outside the United Kingdom.
- Any assistance resulting from foreign matter entering the fuel system except for diesel or petrol.
- Mechanical or component damage to your **vehicle** whether or not caused as a result of misfuelling, the cost of hiring an alternative **vehicle** in the event mechanical or component damage is sustained.
- Any defect arising directly and/or indirectly as a result of misfuelling or a defect which existed before the incident of misfuelling.
- Fuel above the first 10 litres.
- Anything mentioned in 'What this service does not provide' section and General Conditions. (Please see section G and H).

TERMS & CONDITIONS

SECTION F – EMERGENCY KEY PROTECTION

The assistance in this section applies as well as the services shown in sections A (and B, C, D, E).

What is Included

- **Theft or loss of your keys -** if your **vehicle** keys are stolen or lost anywhere in the UK, including Channel Isle and Isle of Man, you must report stolen keys to the police, obtaining a crime reference, and both lost and stolen keys to Call Assist who will arrange for a suitable contractor to attend the scene. Upon validation of **your** call out **we** will reimburse you for the cost of your key or lock replacement up to the maintenance contract limit of £500.
- **Broken or locked in keys -** if **your** keys are locked in your **vehicle**, house or office or broken in any lock denying you access to your **vehicle**, you must report this event to Call Assist who will arrange for a suitable contractor to attend the scene and upon validation of your call out **we** will reimburse you for the cost of gaining access and if necessary provide reimbursement for a replacement key, or repair or replacement of the damaged lock, up to the maintenance contract limit.
- **Stranded due to theft or loss of vehicle key -** if you are stranded more than 20 miles away from home by theft or loss of your **vehicle** keys and have no access to your **vehicle** we will pay £75.00 per day including VAT for **vehicle** hire, for up to 3 days. As an alternative, public transport or taxi fares may be payable. Call Assist must be notified of the circumstances first and any car hire must be arranged through them.

What is not Included

- All costs incurred where you have not notified Call Assist within 48 hours of discovery of the incident.
- Any call out for theft of keys which is not reported to the police within 48 hours of the incident and a crime reference number obtained.

What is not Included - continued

- Keys lost, or broken in a lock by someone other than you.
- Keys stolen from someone other than you.
- Any call out where you cannot provide valid receipts or tickets.
- Any car hire not arranged via Call Assist.
- Any car hire charges after the third day of hire.
- The balance of transport over the maximum limit of £75 a day.
- Any call out for replacing locks when only parts need changing.
- Any call out for damage to locks by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
- Any call out for additional or duplicate keys.
- Locks that are damaged prior to the loss or theft of keys.
- Replacement locks or keys of a higher standard or specification than those replaced.
- Charges or costs incurred where Call Assist arranges for the attendance of a contractor at a particular location and you fail to attend.
- Charges or costs incurred where you make alternative arrangements with a third party once Call Assist has arranged for a contractor to attend a particular location unless otherwise agreed by us.
- Loss or damage to any other property other than your keys and locks.
- Any loss of earnings or profit you may suffer as a result of loss or theft of your keys or any keys broken in the lock.
- Any call out arising from any deliberate or criminal act by you.
- Any call out where you have not taken all steps to safeguard the keys and locks.
- Anything mentioned in 'What this service does not provide' section and General Conditions. (Please see section G and H).

SECTION G – WHAT THIS SERVICE DOES NOT PROVIDE

THIS SECTION APPLIES TO ALL PARTS OF THIS MAINTENANCE CONTRACT'

We will not provide assistance for the following

1. Any **breakdown** that happens during the first 24 hours after **you** take out assistance for the first time, except for the services shown under section A, which are available immediately.
2. The cost of fuel or any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel.
3. The cost of paintwork and other cosmetic items.
4. Labour costs for more than one hour of roadside help.

TERMS & CONDITIONS

5. Any **breakdown** or recovery outside the **period of assistance.**
6. The cost (and guaranteeing the quality) of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
7. Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
8. Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay, by credit or debit card, any fees to store or release the **vehicle**.
9. Any toll or ferry fees incurred by the **driver** or the driver of the recovery vehicle whilst transporting your **vehicle** unless the **breakdown** occurs in Europe and valid European assistance is held, in which case these fees would be included by the maintenance contract with the repatriation of the **vehicle**.
10. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
11. Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
12. Losses of any kind that come from providing, or delaying providing, the services this assistance relates to. (For example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand.)
13. Loss or damage to personal possessions **you** leave in **your vehicle.**
14. Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if we agree to do this, it will be completely at **your** own risk and cost.
15. Any costs for **vehicles** that have broken down or were not safe to drive when assistance was taken out.
16. The costs of getting a spare wheel or tyre for a roadside repair if the **vehicle** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver** is not able to provide a key to do this.
17. The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes place we will only recover to one address in respect of any one breakdown.
18. Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
19. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
20. Recovering the **vehicle** when it is carrying more than a **driver** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground.
21. Any request for service where **you** have not taken remedial action within two working days after a previous **breakdown** or temporary repair.
22. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 5.1 metres, higher than 1.95 metres or wider than 2.1 metres.
23. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
24. **Vehicles** that have faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a journey and this affects **your** safety.
25. Recovery or help if the **vehicle** is being used to carry commercial goods.
26. Any call out that comes from:
    - any person driving the **vehicle**, if **you** know they do not have a valid licence to drive in the UK; or
    - any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.
27. Any call out that comes from a poor-quality repair or a repair that has been attempted without our permission during the same trip.
28. Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
    - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
    - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
29. Loss or damage caused by war, revolution or any similar event.
30. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which is outside our reasonable control, such as severe weather conditions.
31. Mobile phone, phone call and postage costs are not provided under **your** maintenance contract in any circumstances.
32. If **you** put the wrong fuel in **your** car, **you** will be entitled to recovery only as shown in section A.

TERMS & CONDITIONS

33. Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the **vehicle** at the time of the breakdown
34. We will not provide assistance or provide any service if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SECTION H – GENERAL CONDITIONS APPLYING TO ALL PARTS OF THIS MAINTENANCE CONTRACT

1. The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence or tax disc on display. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be less than 16 years old since first registration (11 years since first registration if **you** want help within Europe).
2. **We** can ask for proof of outbound and inbound travel dates.
3. If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to the place **you** have chosen, **we** will not be legally responsible for any more help in the same incident.
4. **We** have the right to refuse to provide a service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate help or if **you** or they are abusive to **our** rescue controllers or **our** recovery operators.
5. **We** will not provide any service unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
6. **You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.
7. **You** must quote **your** maintenance contract number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
8. **You** will have to pay the cost of moving the **vehicle** or a repair **vehicle** coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way, or **you** have provided location details which are incorrect. The payment must be by credit or debit card.
9. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf. **You** are responsible for ensuring the quality of any repair.
10. If **we** pay a call out under any assistance provided by this maintenance contract, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
11. Costs incurred in addition to a standard **callout** where service cannot be undertaken at the roadside because the **vehicle** is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters
12. **We** have the right to choose a suitable garage that can carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the time limits **we** have given. **You** must make the payment by credit or debit card.
13. If **you** agree to a temporary roadside repair, **you** will be responsible for any costs or any damage to the **vehicle** it suffers if **you** continue to drive the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is aimed only to allow **you** to drive the **vehicle** to a suitable facility so a permanent repair can be carried out.
14. If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees by credit or debit card.
15. **You** will have to pay, by credit or debit card, for any parts or other products used to repair the **vehicle**.
16. **We** will not arrange for help if we think that it would be dangerous or illegal to repair or move the **vehicle**.
17. If **you** are covered for breakdown by any other insurance policy or warranty, **you** must tell us.
18. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown** and **you** will be responsible for any other costs due in recovering and repairing **your vehicle**.
19. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a **vehicle** of the same size as **yours**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or accessories included. **You** must meet the conditions of a hire-car company to hire a vehicle.

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 Administrator.

NOTES

NOTES

PLEASE NOTE

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.

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 Number in the top left hand corner of your Contract Agreement Form.

5 **Enjoy the benefit**

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

THE MOTOR OMBUDSMAN
Motor Industry Code of Practice for
Vehicle Warranties

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