

Mechanical Breakdown Warranty - Gold



Thank you for purchasing your vehicle from us

Whilst we hope it will be trouble free during your ownership, should you encounter a problem, the benefits as detailed in this Mechanical Breakdown Warranty Agreement are designed to assist you.

It is important that you familiarise yourself with the benefits and your responsibilities by ensuring that the vehicle is always in good working order and regularly serviced. We will be happy to advise on the servicing needs and make arrangements should you require.

Please do not hesitate to contact us should you have any questions regarding this Agreement.

We look forward to being of assistance to you again in the future.

Please read these terms and conditions along with the attached Schedule carefully. Your attention is drawn to the Exclusions and to the provisions governing 'What to do in the event of a Mechanical Breakdown' under this Agreement.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this agreement:

Dealer/We/Us/Our: The Dealer who supplied the Vehicle which is the subject of this Agreement.

APA: AutoProtect (Administration) Limited, Cambridge House, Cambridge Road, Harlow, Essex CM20 2EQ, who have been appointed to deal with all administrative matters relating to claims handling, including payment of claims, arising under this Agreement.

Mechanical Breakdown: is the failure of an item included under the 'Parts Listed' causing a sudden stoppage of function, for a reason other than wear and tear, deterioration or negligence. Damage caused by the effect of overheating or abuse is not regarded as a mechanical breakdown under the terms of this Agreement.

Mechanical Breakdown Warranty: the mechanical breakdown warranty provided in relation to the Vehicle specified in the Schedule and subject to the General Conditions and Exclusions and the other terms of this Agreement.

Owner/You/Your: The registered Owner of the vehicle forming the subject matter of this Agreement as specified in the Schedule (and any subsequent registered Owner to whom the benefit of this Agreement may be transferred).

Schedule: the Schedule attached to this Agreement.

Vehicle: The Vehicle specified in the Schedule.

Warranty Period: The period this Agreement is in force as indicated on the Schedule.

HELPLINE

The Owner is also entitled (whenever the Vehicle is in the UK and providing it is prior to the end of the Warranty Period) to call a helpline run on behalf of the Dealer for advice about matters such as the following:

- 1) What to do if a warning light is illuminated in the Vehicle or if the Vehicle's on board computer issues a warning.
- 2) Ways of rectifying a fault, or if this is not possible without the Vehicle going to a repairer, assistance in identifying local repairers.
- 3) How to carry out routine checks, and guidance on checks which may be appropriate before a long journey. The Helpline is open (24 hours a day, 7 days a week). The Helpline number is Freephone **0800 096 4216** (Option 1) You will need to quote Your Agreement Number and other information in the Schedule may be requested too. The Dealer reserves the right to withdraw the Owner's entitlement to use the Helpline if it reasonably considers that the Owner's use of it is excessive.

PARTS COVERED

All mechanical and electrical components are included against any Mechanical Breakdown occurring during the Warranty Period, provided that the terms and conditions of this Agreement are fully complied with.

In addition:

Oil seals

Crankshaft front seal, camshaft oil seal, auxiliary shaft oil seal, gearbox rear seal, drive shaft(s) seals and differential pinion seal and where an engine or gearbox repair requires oil seals or gaskets.

Working materials

Oils, oil filter and antifreeze are included only if it is essential to replace them because of the failure of a part which is included in this Agreement.

Excluding:

Cracked or porous cylinder heads or blocks and/or failure to valves as a result of carbon build up. Body, paint, glass, interior/exterior trim, in car entertainment/communication systems and connected equipment including satellite navigation. Catalytic converters, wheels, airbag and system, electrical wiring and wiring looms.

Wear and tear/service items and other components subject to routine maintenance or periodic repair or replacement such as plugs, HT leads, brake frictional material, clutch facings, cables, wiper blades/rubbers, V belts, hoses, pipes, light bulbs/units, tyres, batteries, exhaust systems (this is not a complete list).

Casings

If any of the parts included fail and damages the casings, they will also be included.

Air Conditioning System

In the event of a valid claim, maximum contribution to system re-gas is £45.00 inc VAT.

GENERAL CONDITIONS

- 1) This Agreement is only valid in the United Kingdom.
- 2) Before selling You the Vehicle, the Dealer will have checked the Vehicle to make sure that the parts included under this Agreement are in good condition.
- 3) The distance quoted on the Schedule does not guarantee that this is the true distance the Vehicle has covered.
- 4) In the event of a Mechanical Breakdown if You do not follow the correct procedure, We will not be able to pay Your claim in that instance.
- 5) The Vehicle must be serviced in accordance with the service schedule described in this Agreement. You must retain all VAT service invoices.
- 6) We will not make or pay for repairs costing more than the limits shown on the Schedule form or as otherwise restricted in this Agreement.
- 7) We will not make or pay for repairs on any one claim above the current, vehicle valuation as listed in Glass's guide.
- 8) APA is not responsible for any mistakes or incorrect information provided by the Dealer about the nature or value of this Agreement.
- 9) There is no return of any payment made by You in connection with the issuing of this Agreement, should this Agreement be cancelled or rendered invalid by You.
- 10) Your rights as set out in this Agreement are in addition to Your legal rights. This Agreement is subject to English Law.
- 11) If You want to sell the Vehicle You will be able to transfer this Agreement to the new owner. You must apply to APA to transfer the Agreement within 7 days from the sale. There is a fee of £25 which You must enclose with Your request. The fee will be returned if Your request cannot be accepted.
- 12) If You sell the Vehicle to a dealer or trader, this Agreement will automatically be cancelled. No return of any payment made by You in connection with the issuing of this Agreement will be given if Your Agreement is cancelled on the sale of Your Vehicle.

- 13) The terms of this Agreement cannot be changed under any circumstances.
- 14) No repairs may be carried out under this Agreement until a claims authority number is provided by APA for those repairs. No liability shall exist in respect of parts supplied, repairs carried out or any other claim under this Agreement other than claims made in accordance with the procedures set out in this Agreement and for which specific authorisation is given by APA.

Exclusions

- 1) The Dealer shall not be liable under the Mechanical Breakdown Warranty Agreement;
 - a) for any breakdown which is reported to the Dealer or APA more than 14 days after the relevant fault is discovered;
 - b) for any breakdown where the repair has not commenced within 14 days of the fault being reported to the Dealer or APA;
 - c) If the Vehicle is used for any kind of timed competition or race;
 - d) If the Vehicle is customised or modified after commencement of this Agreement;
 - e) If the Vehicle is used for hire or reward (for example, taxis, self drive hire or driving schools).
- 2) No liability will be accepted for damage caused by:
 - a) neglect;
 - b) corrosion;
 - c) any foreign matter getting into or onto a part;
 - d) failure to maintain the Vehicle in a roadworthy condition including maintenance of proper levels of oil and coolant;
 - e) failing to service the Vehicle as per the service schedule;
 - f) the effects of over heating, whether caused by an included part or not;
 - g) freezing;
 - h) abuse;
 - i) damage to parts not included by this Agreement or consequential damage following therefrom;
 - j) damage to parts we include caused by parts not included by this Agreement;
 - k) wear and tear or the gradual reduction in operating performance commensurate with the age and mileage covered by the Vehicle. This includes, but is not limited to;
 - i) the gradual loss of engine compression necessitating the repair of valves or rings;
 - ii) gradual increase in oil consumption due to normal operating functions;
 - l) the use of a grade of fuel not recommended by the manufacturers of the Vehicle or from the use of inadequate or improper antifreeze protection;
 - m) negligence or wilful damage (including continuing to drive the Vehicle when it is not mechanically sound);
 - n) subjecting of the Vehicle to a load greater than that permitted by law or the manufacturer's recommendations;
 - o) fire, self ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped therefrom or any extreme cause.

- 3) No liability will be accepted for;
- the effects of poor repairs carried out prior to the commencement of this Agreement, including repairs carried out under this Agreement which are subject to a parts warranty;
 - parts which have been fitted incorrectly;
 - parts subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design fault or defect;
 - parts not fitted as standard or optional extra by the manufacturer, unless inclusion for such items is agreed beforehand;
 - any ancillary components or equipment not included under parts listed nor for fuel, chemicals and hydraulic fluids;
 - The cost of diagnosis or testing. The amount of time allowed for labour will be in line with the I.C.M.E standard repair times;
 - routine servicing or repair save to the extent a repair is within any entitlement under this Agreement;
 - any parts which have not failed but have been reported and advised or recommended to be replaced during routine servicing and/or repair or at the time a repair is in progress;
 - loss of use or any consequential loss of whatsoever nature.
 - good engineering practice
- 4) This Agreement excludes any damage caused by road traffic accident or collision or any road hazard whether or not insured under any motor insurance or accidental damage policy.

It is a condition of this Agreement that the Vehicle must be serviced in accordance with the manufacturer's recommended service schedule by a VAT registered dealer.

If You have details of when the last service was carried out, such as a correctly completed entry in the service book or a previous service invoice, which includes the date and mileage of when the last service was carried out, You may service the Vehicle at the manufacturer's recommended interval from that service. Please retain proof of the previous service for our inspection in the event of You wishing to make a claim under this Agreement.

If You have no proof of any previous service You must have a service carried out to the manufacturer's minimum service standard, by a VAT registered dealer, 6 months or 6,000 miles, whichever sooner, from date or mileage at sale. The interval from the purchase date to the first service and the intervals between services must not exceed the stipulated time or mileage by more than 21 days or 500 miles. The time allowance is to facilitate the vehicle owner to make sure services are completed at the correct intervals. If any circumstances prevent the service being carried out at the correct time APA must be informed immediately by recorded delivery. Then you can revert to the manufacturer's schedule from that point. The intervals between services must not exceed the manufacturer's stipulated maximum excess time or mileage allowance.

The only acceptable proof of servicing will be the fully detailed VAT invoice(s) indicating date(s) and mileage readings. You must keep these invoices for our inspection in the event of a claim.

Failure to maintain and provide proof that the service schedule has been completed will invalidate this Mechanical Breakdown Warranty Agreement.

WARNING

Timing belts (otherwise known as camshaft drive belts)

If Your Vehicle has a timing belt, please make sure that it is in good condition and that it is checked and changed in line with the manufacturer's recommendations. 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 timing belt.

HOW TO MAKE A CLAIM

If the Vehicle shows signs of imminent failure, DO NOT continue to use it. This may cause further damage for which You will be responsible. Please contact us.

If You suffer a Mechanical Breakdown and the Vehicle is not at the Dealer You should call APA on: 0871 384 1169

DO NOT proceed with repairs until the claim is authorised by APA.

You may be asked to give the following information:

- **Agreement Number.**
- **Your Vehicle registration number.**
- **Your name.**
- **Current mileage of the Vehicle.**
- **Nature of the claim.**
- **Total costs.**
- **Service history.**

If a person other than the Dealer is to repair or replace any part included against Mechanical Breakdown under this Agreement, they must first telephone APA to obtain approval for the work and to agree the costs for which the Dealer will be responsible. Please note that should You choose to use Your local repairer they will only be paid up to the equivalent APA national labour rate.

APA may authorise the repair. APA reserves the right to request other estimates; examine the Vehicle and/or subject the claim to expert assessment and/or to nominate the repairer.

APA cannot agree to any claim without providing a claims authority number. The repairer must not start any repairs without this number. Please quote this claims authority number each time You contact APA about Your claim and make sure the repairer includes this number on their invoice.

APA's hours are 9am - 5pm Monday to Friday. 9am - 1pm Saturday.

When repairs are authorised an authority number will be given. However, admission of liability is conditional on the terms and conditions of this Agreement.

Payment

When the repairs have been completed, You should send the invoice to APA quoting the authority number given prior to the commencement of the repairs. The invoice must give full details of the repair including all parts used in the authorised repair, labour and VAT. Invoices should be made out to the Dealer who issued this Agreement and sent to: AutoProtect (Administration) Limited, Cambridge House, Cambridge Road, Harlow, Essex CM20 2EQ.

NOTE

- Only the components listed in this Agreement will be considered for repair.
- Authorised repairs will only be made up to the limits shown on the Schedule or any lower limits that may be specified within this Agreement.
- We may use or insist that Your repairer use exchanged or reconditioned parts or like for like parts of a similar make, quality and wear to effect the 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.

It is expressly agreed and declared that the Dealer shall be released from all liability and obligation should the conditions of the Agreement not be complied with fully by the Owner.

If the Agreement is cancelled for whatever reason there will be no refund due to the Owner.

Fraud

All benefits under this Agreement are forfeited if a fraudulent claim is made.

Law

The Law that applies in this Agreement is English Law.

Any enquiry or complaint that You may have regarding this Agreement should in the first instance be addressed to the Dealer. If the enquiry or complaint relates to matters involving the Administration You may contact them direct at: AutoProtect (Administration) Limited, Cambridge House, Cambridge Road, Harlow, Essex CM20 2EQ Tel no. 0871 384 1169

Please quote the details of this Agreement and in particular Your Agreement number to help Your enquiry to be dealt with promptly. This procedure will not prejudice Your right to take legal proceedings.

May I transfer my Warranty if I sell my car?

Selling your car with this Warranty may assist in its sale. To request a transfer of the Warranty simply call AutoProtect on 0871 384 1167 and supply the details of the person to whom you will be selling your vehicle. This Agreement may **not** be transferred if the vehicle is sold to a motor dealer or trader and it will be cancelled automatically on such a sale

The benefit of this Agreement is transferable upon resale of the Vehicle to a private individual, provided that:

- All documentation relevant to this Agreement has been passed over to the new Owner.
- The Vehicle has been serviced and maintained according to the manufacturer's recommendation and the terms of this Agreement.
- within 7 days from the sale of the Vehicle, this Agreement, together with a cheque for £25.00 made payable to: AutoProtect (Administration) Limited, should be sent by recorded delivery post to:

AutoProtect (Administration) Limited, Cambridge House, Cambridge Road, Harlow, Essex CM20 2EQ.

Telephone: 0871 384 1179