

Premium Warranty

A Regulated Product



For your peace of mind
... we have you covered

MULTI-AWARD WINNING PROVIDERS



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 policy, failure to do so may lead to an unsuccessful claim.



SERVICE HISTORY

One of the main reasons for a rejected claim 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 8



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 policy 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 15



VAT REGISTERED REPAIRERS

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



EXCLUDED COMPONENTS AND FAILURES

Excluded components
Please read page 12 & 13 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 & 13 for a full list of all excluded failures.

For example:

- Wear
- Fluid Leaks
- Seals/Gaskets
- Corrosion

Contents

SUMMARY OF COVER	4
YOUR POLICY	4
POLICY ELIGIBILITY	5
DEFINITIONS	6-7
SERVICE REQUIREMENTS	8
WHAT IS COVERED	10-11
REPAIRS NOT COVERED	12
WARRANTY EXCLUSIONS	13
GENERAL POLICY EXCLUSIONS	14
WARRANTY CLAIMS PROCEDURE	15
POLICY CONDITIONS PRECEDENT	16
GENERAL POLICY CONDITIONS	17
CONTACT	17
POLICY TRANSFER	17
CANCELLATIONS	18
COMPLAINT PROCEDURE	19

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

By buying a car with the Autoguard Warranty you have made the right choice

Present-day vehicles represent a high technical standard and offer a maximum in reliability. Nonetheless, costly damage to important and expensive module components can happen to anyone. With the Autoguard Premium Warranty, you can play it safe just in case that happens.

Policy claims will be subject to you complying to the terms and conditions detailed in this document and you should ensure that you read it carefully. If you have any questions on the contents of this Warranty, please contact our customer services team on 03432 271 499 who will be happy to help.

Please keep this Policy in a safe place.

SUMMARY OF COVER

This Policy, subject to its terms and conditions, covers the **Mechanical Breakdown** of mechanical and electrical components in **Your Vehicle**.

You must keep **Your Vehicle** regularly serviced and maintained in accordance with the SERVICE REQUIREMENTS of this Policy and in the event of a **Claim**, **You** must follow the WARRANTY CLAIM PROCEDURE.

KEY INFORMATION

What must I do to maintain my Vehicle?

You must as a condition of this Policy service and maintain **Your Vehicle** in accordance with the manufacturer's recommendations.

What should I do if my Vehicle has broken down because of the failure of a Warranted Component?

In the event of a possible warranty **Claim**, **You** must immediately contact **Your** supplying dealer or **Our** claims department on 03432 271 499 quoting **Your** Policy number and thereafter follow the WARRANTY CLAIM PROCEDURE in the Policy. Please note that prior approval must be obtained from Autoguard before any warranty work on **Your Vehicle** commences.

YOUR POLICY

Please refer to **Your** Policy document and its **Policy Schedule** for confirmation of the extent of the cover under this Policy and in particular that it meets **Your** needs. **You** should check that the information **You** have provided to **Us** where shown in **Your Policy Schedule** is fully correct.

When giving answers to the questions that **We** ask when **You** take out, make changes to, and renew **Your** Policy, **You** must take reasonable care to provide information to **Us** that is accurate and complete. If **You** do not do this it may mean **Your** Policy is invalid and that it does not operate in the event of a **Claim** or **We** may not pay a **Claim** in full.

If **You** become aware that information given to **Us** by **You** or anyone acting on **Your** behalf is inaccurate or has changed, **You** must inform **Us** as soon as possible.

Please carefully read **Your** Policy and make sure **You** understand and fully comply with its terms and conditions. Failure to do so may lead to non-payment of a **Claim** and could lead to this Policy becoming void.

If **You** do have any queries please contact **Our** customer services team on 03432 271 499

POLICY ELIGIBILITY CRITERIA

Your Vehicle is eligible for cover under this Policy always provided that:

1. When proposed to **Us** for cover, it is mechanically sound, fully roadworthy and fully functioning in accordance with what would be considered to be normal for a vehicle of the same model of similar age and mileage in good condition save where any defects are fully disclosed to **Us**.
2. It is a motor car designed to carry no more than eight people including the driver, or is a small commercial vehicle of less than 3,500kg gross weight.
3. It is principally used in the **UK** for private purposes only on public highways save where otherwise agreed by **Us** and any additional premium has been paid.
4. It is not an **Excluded Vehicle**.

EXCLUDED VEHICLES

The following vehicles are excluded from cover save with the express written agreement of Autoguard and after the payment of the appropriate additional premium:

All American, Australian and Canadian vehicles (unless built for the UK market), Aston Martin, Bentley, Bristol, Bugatti, Caterham, Daimler 12 cylinder models, De Tomaso, Ferrari, Ford Cosworth models, Honda NSX, Hummers, Jaguar vehicles over 4000cc, Kit Cars, Lamborghini, Lancia Delta Integrale/8.32 Models, LCC Rocket, Lexus SC430 and LS models, Mercedes S class and AMG models, Lotus, LPG powered vehicles, Marcos, Maserati, McLaren F1, Mitsubishi 3000 GT, Morgan, Nissan 300ZX/Skyline, Noble M10, Panther, Porsche, Rolls Royce, Subaru SVX, TVR, Venturi, and Westfield.

Electric, hybrid powered or rotary engine vehicles.

Non-standard, customised or modified vehicles to include stretched limousines, kit cars, invalid carriages and motor cycles. Vehicles designed to carry more than eight people including the driver.

Service vehicles (e.g. police, fire and ambulance), military vehicles, any vehicles used by airport authorities or their agents/servants within the territorial boundaries of the airport, vehicles used for hire and reward (to include but not be limited to vehicles used or to be used as taxis, for self-drive hire or by a driving school), or vehicles or vans with a carrying capacity exceeding 3,500kg.

Any vehicle that has been or will be used for competitions, rallying, racing, pace making, speed testing or in reliability trials.

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.

WHAT IS COVERED

You have completed an application, declared to **Us** that **Your Vehicle** meets the Policy ELIGIBILITY CRITERIA and paid or agreed to pay the required premium to **Us**. In return cover is provided under the Policy if a **Mechanical Breakdown** occurs to a warranted mechanical or electrical component in the **Vehicle** within the **Territorial Limits** during the **Period of Cover**. **We** will cover the cost of the **Warranted Component** and the associated **Labour Rates** to carry out the repair, up to the **Claim Limit** specified on the **Policy Schedule**, subject to the terms and conditions of this Policy.

Claims must be made in accordance with the WARRANTY CLAIMS PROCEDURE.

If **Your Vehicle** breaks down as a consequence of the failure of a **Warranted Component**, **We** may contribute up to £65 towards the cost of recovering the **Vehicle** to an appropriate VAT registered repairer. The method of recovery must not cause further damage to **Your Vehicle**.

Cover under this Warranty is extended to cover **Your Vehicle** whilst it is being driven in the in the European Union but only for a maximum of 60 days in any one Policy year.

DEFINITIONS

THE MEANING OF WORDS USED THROUGHOUT THIS POLICY

The words or expressions below have the following meaning whenever they appear in **bold** throughout this Policy.

Autodata

An industry reference for the confirmation of repair times and service requirements used extensively by the motor industry.

Betterment

A contribution from **You** in the event that the part to be replaced following **Mechanical Breakdown** had some **Wear and Tear** and the replacement part improves the general condition or value of the **Vehicle**.

Claim

A warranty claim made under the terms and conditions of this Policy.

Claim Limit

The maximum amount that **We** will pay for any **Claim** inclusive of VAT (or other taxes) as stated on the **Policy Schedule** or otherwise within this Policy. The maximum amount that can be claimed under this Policy during the **Period of Cover** is limited to the vehicle valuation of **Your Vehicle**.

Consequential Loss

Any costs expenses losses or liabilities directly or indirectly arising from any **Incident** save where cover is specifically granted under this Policy.

Excluded Vehicles

The vehicles listed under the EXCLUDED VEHICLES section of this Policy.

External Cause

Any cause not arising internally in a component to include, but not be limited to, accidental or malicious damage, fire, theft or water ingress.

Labour Rate

The maximum hourly rate payable for labour to the nominated repairer as stated on **Your Policy Schedule**.

Mechanical Breakdown

The sudden internal mechanical breakdown or failure of a component which results in the sudden stoppage of its normal functions and which necessitates repair or replacement to resume those functions but not arising as a consequence of **Wear and Tear** or any **External Cause**.

Our/Us/We

Autoguard Warranties Limited acting as the administrator of this Policy for and on behalf of the Financial & Legal Insurance Company Limited, the insurer of this Policy.

Period of Cover

The period of cover as specified in **Your Policy Schedule**. If **Your Vehicle** is a new vehicle, cover will commence on the expiry of the manufacturer's warranty period provided such warranty does not exceed a period of three years.

Policy Schedule

The Policy document outlining the extent of the cover provided under this Policy.

Territorial Limits

Great Britain, the Isle of Man and the Channel Islands. The **Vehicle** is also covered whilst in the European Union for a maximum of 60 days in any 12 month period of cover.

Vehicle

The motor vehicle insured under the terms and conditions of this Policy (as identified in the **Policy Schedule**) that is registered to **You** and which meets the Policy ELIGIBILITY CRITERIA.

Warranted Component

A component in **Your Vehicle** covered under the terms and conditions of this Policy.

Wear and Tear

Gradual deterioration associated with the normal use, age and mileage of the **Vehicle** and its components.

You/Your

The Policyholder and registered owner of the **Vehicle** and named in the **Policy Schedule**.

The Terms and Conditions of this Policy and its **Policy Schedule** 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.

SERVICING REQUIREMENTS

For cover under this Policy to apply **Your Vehicle** must be serviced and maintained in line with manufacturer's recommended guidelines:

1. If there is a valid service history with the **Vehicle**, then the manufacturers recommended schedule must be followed. Servicing must be completed at a VAT registered garage and fully itemised invoices must be retained for inspection by **Us** in the event of a **Claim**. Pre-delivery inspection will not be classed as a service. If any circumstances prevent a service being carried out at the correct time **We** must be informed immediately by e-mail or by recorded delivery.
2. If **You** do not have a valid service record book or printed service history, then the first service must be carried out within 6000 miles or 6 months from the date that cover under this Policy commenced. The service must be completed at a VAT registered garage and consist of the following as a minimum requirement:
 - a. Change engine oil and filter.
 - b. Check oil levels in the gearbox and differential top up where necessary.
 - c. Check coolant level and anti-freeze/inhibitor strength and top up where necessary.
 - d. Check timing belt* if fitted and renew if necessary,
 - e. Brake fluid must be replaced in accordance with the manufacturer's recommendation.

Thereafter **You** must continue to service the **Vehicle** in accordance with the manufacturers recommended schedule.

The only acceptable proof of servicing, if **We** require this, 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 copies of all previous service invoices for **Our** inspection in the event of a **Claim**.

In addition to servicing requirements **You** must also reasonably maintain the **Vehicle** as recommended by the manufacturer, for example, checking fluid levels.

Failure to comply with the above service or maintenance requirements will result in rejection of any Claim.

* If **Your Vehicle** has a timing belt, otherwise known as camshaft drive 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 engine damage. No **Claim** will be accepted for damage caused by the failure of a worn out/or incorrectly fitted timing belt.

CARING FOR YOUR VEHICLE

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

OPTIONAL SERVICE RECORD

PRE DELIVERY INSPECTION / SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

FIRST SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

SECOND SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

Where the original service book is not available any servicing undertaken may be recorded in the section below. **You** should retain service invoices as these may be required for validation purposes.

THIRD SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

FOURTH SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

FIFTH SERVICE

Service date: _____

Service mileage: _____

Your next service will be due on: _____

Date: _____ Mileage: _____
(whichever is sooner)

YOUR PREMIUM WARRANTY

WHAT IS COVERED?

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

ADDITIONAL ITEMS COVERED;

In-car entertainment systems (ICE) and Satellite Navigation systems. Please note that these items will be covered up to 50% including VAT, of Your Claim Limit, on original manufacturer's equipment up to a maximum of £500.

Air conditioning. Air conditioning and climate control systems. Please note that these items will be covered up to a maximum of 50% including VAT, of Your Claim Limit up to a maximum of £1000.

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 will be covered up to 50% including VAT, of Your Claim Limit, on original manufacturer's equipment up to a maximum of £1000.

ITEMS LISTED ARE TYPICALLY COVERED FOR MECHANICAL FAILURE

ENGINE COOLING SYSTEM

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

ENGINE

Rocker Assembly
Hydraulic Followers
Inlet and Exhaust Valves
Valve 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 MANAGEMENT

Engine Electronic Control Unit Only

SUSPENSION

Wheel Bearings*
Coil Springs*
Active Suspension

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
Hybrid Systems

TRANSMISSION / DRIVETRAIN

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

FRONT AND REAR BRAKES

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

STEERING (INCLUDING POWER ASSISTED STEERING)

Steering Rack
Steering Box
PAS Pump
Electronic Power Steering

FUEL SYSTEM

Mechanical or Electrical Fuel Pumps
Tank Sender Unit
Airflow Meter
NOX Sensor
Injectors
Oxygen Sensor
Map Sensor

PLEASE REFER TO PAGE 10 FOR DETAILS OF REPAIRS NOT COVERED

*Only for vehicles up to 6 years old or 70,000 miles, whichever comes first

REPAIRS NOT COVERED

The following repairs are not covered under the terms of this Warranty:

- Any failure or damage to a component not specifically covered under this Warranty.
- Any failure or damage to a **Warranted Component**, howsoever caused, that is not determined as a **Mechanical Breakdown**.
- The gradual deterioration of performance of a **Warranted Component** in line with the age and mileage of the **Vehicle** will be classed as **Wear and Tear** and is excluded from this Warranty save where **We** have agreed with **You** an additional premium to cover this risk.
- Any bodywork and trim, any seat belts part, air bags (or disposal of air bags) any glass including heated screens and door mirrors, sunroof panels, fuel tank, wheels and tyres.
- 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.
- Nuts, bolts and mounting brackets.
- Software, firmware or "flash" updates for any component.
- Clearing or cleaning of fuel lines or components, or contamination of the fuel system either by incorrect fuelling or water ingress.
- Clutch release bearing, concentric slave cylinders, centre plate and friction material.
- Electrical connections, LEDs, all internal and external lamps, wiring looms and standard 12/24v lead acid batteries.
- Exhaust system including but not limited to manifolds, mufflers, brackets, exhaust valve actuators and mountings, de-pollution or diesel particulate filters and systems and EGR systems.
- Cylinder block liners for **Vehicles** over 3000 cc.
- Carbonised, pitted, corroded, burnt or sticking components.
- The painting of parts replaced under this Warranty.
- The cost of any servicing or service items.
- The replacement of oil filters, lubricants, antifreeze and fluids save where replacement is necessitated by the failure of a **Warranted Component** and the **Vehicle** is not within 1,000 miles of its next due service.
- The failure of wheel bearings, coil/leaf springs and intake manifold (including flap motors and runners) for any **Vehicle** more than six years old or which has covered in excess of 70,000 miles.
- Faults due to corrosion, blockage or failure to re-generate are excluded.
- Any amount in excess of £65 for diagnostics on a valid **Claim**.

WARRANTY EXCLUSIONS

No cover is provided under this Warranty for:

1. Any **Mechanical Breakdown** to the **Vehicle** caused by or arising from:
 - a. Any **External Cause**.
 - b. Overheating or freezing, corrosion or any foreign matter getting into or onto any part of the **Vehicle**.
 - c. The gradual reduction in operating performance commensurate with the age and mileage covered by the **Vehicle** to include but not be limited to the gradual loss of engine compression necessitating the repair of valves or rings or the gradual increase in oil consumption due to normal operating functions.
 - d. The use of a grade of fuel not recommended by the manufacturer of the **Vehicle**, the ingress of foreign matter into fuel, lubricants or cooling system, or the use of inadequate or improper antifreeze protection.
 - e. A lack of fuel, antifreeze, hydraulic fluids, grease or oils.
2. For any additional damage caused to a **Warranted Component** if the **Vehicle** continues in use when **You** were aware of a fault or otherwise that a fault was reasonably apparent.
3. Any **Mechanical Breakdown** in the **Vehicle** occurring during the period of any manufacturer's warranty or extended dealership warranty (to include where any fault developed during the period of such warranty which have not been completely rectified) or involving components subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design defect.
4. The cost of any investigatory or remedial work commenced prior to authorisation by **Us** (save as specifically covered under this Policy) or otherwise any cost arising as a consequence of **You** failing to follow the **WARRANTY CLAIMS PROCEDURE**.
5. The cost of routine servicing or repairs or the cost of any servicing or service items.
6. Any parts, which have not failed but have been reported as requiring replacement during routine servicing and/or repairs to the **Vehicle** or at the time any warranty repair is in progress.
7. Where **Your Vehicle** is used for business purposes and claimed as a business expense, for the VAT element of any **Claim** where that element of the repair cost is recoverable by **You** as part of a VAT return for **You** or **Your** business.
8. Any existing faults in the **Vehicle** if Policy cover is transferred to another Policyholder.
9. Local taxes payable, where any warranty repair is completed outside of the **UK**.

Please also see the **GENERAL** Policy **EXCLUSIONS** below

GENERAL POLICY EXCLUSIONS

No cover is provided under this Policy:

- Where the **Vehicle** did not meet the Policy ELIGIBILITY CRITERIA at commencement of cover under this Policy or is otherwise an **Excluded Vehicle**.
- For any **Claim** caused by or arising from:
 - A lack of servicing to the **Vehicle** in accordance with the manufacturer's recommendations or otherwise (as applicable) in accordance with the Policy SERVICING REQUIREMENTS.
 - A lack of routine maintenance to the **Vehicle** as recommended by the manufacturer.
 - A failure by **You** to remedy a known problem before **Your Vehicle** is driven.
- Where any premium due has not been paid. If payment of premium by instalments has been agreed with **You** and any instalment is late or otherwise not paid for any reason **Your** cover will cease from the date of the due payment but may at **Our** sole discretion be re-instated if **Your** payment is received at a later date. **We** shall be entitled to payment of all remaining premium in one instalment if **We** so request.
- For any loss arising as a consequence any neglect or abuse of the **Vehicle** or any reckless act by **You** or acts involving the imposition of any excessive or abnormal load or other conditions on the **Vehicle** that it was not specifically designed for to include driving on unsuitable ground.
- If at the time of the **Incident** the **Vehicle** was being used in contravention of legislation with regards to driver licencing, MOT, motor insurance or Vehicle Excise Duty (Road Tax).
- If the odometer of **Your Vehicle** has been altered, disconnected or is otherwise inoperative resulting in the misrepresentation of the **Vehicle's** actual mileage.
- If **Your Vehicle** has been fitted with any form of performance enhancement device not fitted as standard for **Your Vehicle** save where previously disclosed to **Us**.
- Resulting from any modification to the **Vehicle** or the substitution of components by nonstandard components or optional extras/equipment not approved by the **Vehicle** manufacturer, including but not limited to fuel tampering devices, parts that have been made or designed badly, parts that have been fitted incorrectly, or the effects of poor repairs.
- Where faults or defects were reasonably apparent when **You** purchased the **Vehicle** or when **You** proposed for cover, save where previously declared to **Us** and **We** have accepted the **Vehicle** for cover.
- If the **Incident** occurs outside the **Territorial Limits**.
- For any damage caused to **Your Vehicle** consequent upon or following any repair provided under this Policy.
- If **Your Vehicle** has been or is being used as a taxi or for chauffeuring, as a driving school vehicle or for couriering.
- For any loss arising as a consequence of clamping, seizure, confiscation, requisition, destruction or of damage to the **Vehicle** by or under the order of any police, government, local or public authority.
- For any **Incident** arising whilst the **Vehicle** is in the custody or control of any motor trader or garage or their associated companies or arising as a consequence of the **Vehicle** having been in the custody and control of any motor trader or garage or their associated companies.
- For any **Consequential Loss**.
- For any cost that **You** can recover under any other insurance Policy or warranty or under the service provided by any motoring organisation.
- During the **Period of Cover** **We** will not pay any sum in aggregate in excess of the purchase price of **Your Vehicle** as declared on the **Policy Schedule**.
- For any **Claim** arising from an **Incident** of irradiation or contamination by nuclear material, earthquake, war, invasion or acts of foreign enemy (whether or not war is declared), revolution, military or usurped power, acts of terrorism, rebellion, insurrection, riot or civil commotion as defined by **UK** or European Law or other hostile events, nationalisation or confiscation (to include clamping or towing away), requisition, destruction of or damage to the **Vehicle** by or under the order of any government, local or public authority.

WARRANTY CLAIMS PROCEDURE

YOU MUST FOLLOW THIS PROCEDURE IF YOU WISH TO MAKE A WARRANTY CLAIM

If the **Vehicle** shows signs of fault or imminent failure DO NOT continue to use it. This may aggravate the problem and cause greater damage which this Policy does not cover.

- Please immediately contact the dealership that sold **You** the **Vehicle** or contact **Us** directly as below for guidance or further information.
- Your** nominated repairer must find the cause of the problem and verify if it is covered by this Warranty. Please note that **We** will not pay for any stripping down of the **Vehicle** or parts to determine the cause of the failure save where cover is specifically provided under this Policy.
- If it is believed that the failure of the component is covered under this Warranty **You** should report this to **Us** immediately and in any event within a maximum of seven days.
- You must obtain authority from Us before commencing any repairs.** Policy liability is conditional on the terms and conditions of this Warranty being adhered to and in particular compliance with the servicing and/or maintenance requirements for the **Vehicle**.
- Once the problem has been determined, **You** must, preferably with **Your** repairer on hand, telephone **Our** Claims Department on 03432 271 499. **Our** working hours are 9am – 5pm, Monday to Friday, excluding bank/ public holidays. When **You** call the following information will be required:
- Your** Policy number and **Your** name and address.
- Details of **Your Vehicle** to include the recorded mileage.
- An explanation of the problem, its cause and the estimated repair cost.
- Where the failure has been confirmed by the garage on a diagnostic machine, the fault codes must be submitted as supporting evidence.

THE PROCEDURE TO FOLLOW TO OBTAIN AUTHORISATION FOR A WARRANTY CLAIM IN THE UK AND IN THE EUROPEAN UNION

Following **Your** initial contact with **Us** the following procedure shall apply in the **UK**:

- You** must send to **Us** at claims@autoguardwarranties.com full particulars of the service history of the **Vehicle** to include all servicing documents and relevant invoices and where applicable its MOT certificate.
- We** may approve repairs immediately, call for other estimates, nominate another repairer, investigate the **Claim** further, or appoint an independent assessor to inspect the **Vehicle** and or the failed components. Please note that **Our** approval of the work does not constitute an acceptance by **Us** of liability under this Policy if any enquiries that **We** might reasonably make regarding **Your Claim** have not been completed, for example, if **We** have not received all of the required documentation from **You**.
- When repairs have been approved by **Us** a **Claim** number will be issued. No work can be considered as approved by **Us** without a **Claim** number being issued. On issue of **Your Claim** number a **Claim** form will be sent to **You** or the repairer for **Your** signature.

Following **Your** initial contact with **Us** the following procedure shall apply in the European Union:

- If the claim occurs within the EU then upon **Your** return to the **UK**, **You** must send to **Us** at claims@autoguardwarranties.com full particulars of the service history of the **Vehicle** to include all servicing documents and relevant invoices and where applicable its MOT certificate.

THE ONGOING PROCEDURE TO FOLLOW FOR ALL WARRANTY CLAIMS.

5. Approved repairs must be completed within 30 days of the approval date. If there is a delay for any reason **We** must be notified. **We** will not be liable for any additional cost arising as a result of any undue delay in the repairs being carried.
6. On completion of the repairs, please immediately send the following documents to **Us**:
 - a. The repairer's VAT invoice, which must quote the claim number, **Vehicle** details, mileage, and details of who to pay.
 - b. Any supporting documentation requested by **Us** such as the signed claim form and proof of payment for the repair.

All relevant **Claim** documentation must be received by **Us** within 14 days of completion of repairs (28 days if the **Incident** was outside of the **UK**). Where such documentation is received by **Us** beyond this period **Your Claim** will be subject to review in terms of the reason for delay and it shall be at **Our** discretion to accept such **Claim**.
7. Once all supporting documents are received **We** will reimburse **You** or the repairer, subject always to the terms and conditions of the Policy. Reimbursement of any payments **You** have made for repairs outside of the **UK** will be at the exchange rate current at the time of the repair.
8. Where the Policy premium is paid by instalments **We** shall be entitled to set off against any **Claim Payment** the amount of any premium remaining due up to the Policy anniversary.
9. Approved **Claims** are paid by bank transfer to the agreed payee so please include either **Your** or the repairers bank details as appropriate when sending in **Your** documents.
10. If **Our** payment is to be made direct to the repairer, any balance due to in excess of **Our Claim** payment, **You** must pay direct to the repairer.

POLICY CONDITIONS PRECEDENT

The following conditions are precedent to **Our** liability under this Policy and **You** must comply with them for cover to be effective:

1. **You** or anyone acting on **Your** behalf, to include for the avoidance of doubt any repairer nominated by **You** to report to **Us** with regard to the breakdown of **Your Vehicle** and/or involved in carrying out repairs to **Your Vehicle**, must truthfully and honestly deal with **Us** at all times and must not conceal from **Us** or misrepresent any information likely to have influenced **Our** acceptance of **Your** proposal for cover or any renewal of this Policy, or influence **Our** consideration and assessment of any **Claim**. If **You** or anyone acting on **Your** behalf makes a false or dishonest statement or submits a false document, **Your** Policy will be cancelled and no **Claim** payment will be made.
2. **You** must comply with the SERVICING REQUIREMENTS section of this Policy and otherwise properly take care of the **Vehicle** so as to maintain it in a fully useable roadworthy condition.
3. **You** must ensure that the **Vehicle** is at all times compliant with all relevant law permitting the **Vehicle** to be used on a public road.
4. When making a **Claim** **You** must comply with **Our** requirements as laid out under the WARRANTY CLAIM PROCEDURE section of this Policy and otherwise reasonable co-operate with **Us** so as to allow **Us** to determine the validity of any **Claim**.
5. **You** must reasonably co-operate with **Us** and anyone instructed by **Us** if **You** make a **Claim** and provide **Us** with all such information as **We** might reasonably request to allow **Us** to consider such **Claim**.
6. **We** reserve the right to examine the **Vehicle** and/or failed part, and to subject them to expert independent assessment to determine the amount to be paid in respect of any **Claim**.
7. **We** reserve the right to choose a suitable garage to carry out any repair to **Your Vehicle**.
8. **We** reserve the right to require the **Vehicle** repairer to use exchange or reconditioned parts to affect a repair where it is reasonable to do so or in the alternative, where appropriate, seek a **Betterment** contribution from **You** following repair.
The amount of time allowed for labour for any warranty repair will be according to **Autodata** times and the maximum allowable labour charge will not exceed the **Labour Rate** specified in the **Your Policy Schedule** or any other Policy limit.

GENERAL POLICY CONDITIONS

1. This Policy shall be construed in accordance with English Law save where **We** might otherwise agree with **You** at **Our** sole discretion.
2. In the event of a dispute between **Us** that is not resolved through the **COMPLAINTS PROCEDURE** it is agreed that each party will take prompt action to resolve the dispute by mediation.

CONTACT

AUTOGUARD WARRANTY ENQUIRIES

For general enquiries, Policy enquiries or **Claims**:

Telephone **Us** on 03432 271 499. Please note that telephone calls may be recorded for quality assurance and compliance; or

E-mail **Us** at admin@autoguardwarranties.com ; or

Write to **Us** at Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey GU16 7ER.

In all correspondence please quote **Your Policy number, Your name and address and Your Vehicle registration number**.

WHAT SHOULD I DO IF MY DETAILS CHANGE?

You must inform **Us** immediately of any changes or modifications to the **Vehicle** or **Your** personal circumstances, such as a change of address, email or contact details.

POLICY TRANSFER

If **You** sell **Your Vehicle** and provided that no **Claim** has been made, **You** may, subject to **Our** agreement, transfer the remaining warranty cover to the new owner provided they are a private individual and that the DVLA are notified of the change of ownership to them. **We** will not transfer this Warranty to any member of the motor trade and neither can **You** transfer this Warranty to another **Vehicle** that **You** own

Your application to transfer the cover must be made to **Us** within 14 days of the change of ownership. An administration fee of £35 will be charged for each transfer and a new **Policy Schedule** will be issued by **Us** to the new owner confirming the extent of the warranty remaining and the Policy cover.

In the event of **Your** death and subject to **Our** agreement, the cover provided by this Policy may be transferred to **Your** spouse or partner. **Your** spouse or partner must advise **Us** of the position as soon as is reasonable in all the circumstances, the **Vehicle** must be registered in their name within 14 days of **Us** transferring the cover.

Upon acceptance by **Us** of any transfer the new **Vehicle** owner will be thereafter be deemed as the Policyholder and be bound by the terms and conditions of this Policy.

ASSIGNMENT AND SUBROGATION

You are not entitled to assign any of **Your** rights under this Policy to any other person or entity unless **We** agree that **You** may do so.

In the event of **Us** making a payment under the terms of this Policy **We** shall be subrogated to **Your** rights or causes of action related to or arising from the **Incident** against any other party (to include any other warranty or insurance Policy) and by accepting this Policy **You** agree to provide **Us** with all such assistance as **We** may reasonably require to pursue those rights.

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.

CANCELLATIONS

TERMINATION OF COVER

The cover provided under this Policy will automatically terminate on its expiry date, or upon cancellation.

CANCELLATION

If this Policy does not meet with **Your** requirements, please return it to the selling dealer within 30 days of issue and they will refund **Your** full premium provided **You** have not made a **Claim**. Thereafter, **You** may cancel **Your** Policy in writing at any time to the selling dealer, provided **You** have not made a **Claim** and receive a pro rata refund of **Your** premium based on the number of whole months remaining but subject to a deduction of an administration fee of no more than £35.

Requests for cancellation should be made in writing to the selling dealer of **Your Vehicle**. All refunds will need to be directed back to the original payment card used at the time for the purchase of this Policy.

If **Your Vehicle** is declared a total loss consequent upon any cause then this Policy shall be cancelled with no refund of premium.

We shall not be bound to accept renewal of any insurance and may at any time cancel this Policy by giving 14 days' notice in writing where there is a valid reason for **Us** so doing. Valid reasons may include but are not limited to:

1. Where **We** reasonably suspect fraud.
2. For non-payment of premium and/or non-compliance with Policy terms and conditions.
3. If **You** have not taken reasonable care to provide accurate and complete answers to any question asked by **Us** relative to this Policy or any **Claim**.
4. Where **You** otherwise act unreasonably.

If **We** cancel the Policy **You** will receive a refund of any premium **You** have paid, less a proportionate deduction for the period **We** have provided cover for. **Our** cancellation letter will be sent to **You** at **Your** last known address.

Where **Our** investigations provide evidence of fraud or misrepresentation **We** may cancel or void this Policy immediately. No **Claim** will be payable and **We** may be entitled to keep the premium. **We** may at **Our** sole discretion advise the police authorities where **We** feel it appropriate to do so.

If **Your** Policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance in the future.

DATA PROTECTION AND PRIVACY POLICY

Autoguard are dedicated to being transparent about what **We** do with the information that **We** collect about **You**. **We** will only process **Your** personal data in accordance with the relevant data protection legislation.

Our 'Privacy Policy' may be viewed on **Our** website at www.autoguardwarranties.com/privacy-Policy

FINANCIAL & LEGAL INSURANCE COMPANY LIMITED'S FULL PRIVACY NOTICE

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing us at info@financialandlegal.co.uk. Alternatively, you can write to us at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

YOUR INSURERS

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England under Company No. 03034220.

This Policy is administered in the **UK** by Autoguard Warranties Limited (company number 06574030) of Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey GU16 7ER. Autoguard are authorised and regulated by the Financial Conduct Authority (Authorisation Ref No 500640).

COMPLAINTS PROCEDURE

Autoguard aim to provide a first class service at all times. If **You** are not satisfied by **Our** service, **We** would like to hear about it in order for **Us** to put things right. **You** may make a complaint by following the steps listed below. **We** will aim to deal with **Your** complaint quickly and courteously.

COMPLAINT AGAINST AUTOGUARD THE POLICY ADMINISTRATOR

Step 1: The majority of complaints are seen to and resolved quickly and promptly by **Our** Policy team. In case they are unable to help **You**, **You** may approach the manager or senior person responsible.

Step 2: If **You** remain dissatisfied, **You** may put **Your** complaint forward in writing to **Our** CEO by addressing a letter to the Chief Executive Officer, Autoguard, Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey GU16 7ER or by e-mail to complaints@autoguardwarranties.com

In **Your** written complaint please head **Your** letter or e-mail COMPLAINT and include **Your** full name, address and **Vehicle** registration number, detail the reason for **Your** complaint and include copies of any material **You** may wish to provide **Us**.

Taking your complaint further: If after following both Step 1 and Step 2 **You** are not satisfied, **You** may then refer the dispute to the Financial Ombudsman Service (FOS) within six months of **Our** final response. The FOS will only be able to consider **Your** complaint if both Step 1 and Step 2 above have been followed. The FOS may be contacted at Financial Ombudsman Service, South Quay Plaza, 183, Marsh Wall, London, E14 9SR.

AGAINST FINANCIAL & LEGAL INSURANCE COMPANY LIMITED, THE COMPANY THAT UNDERWRITES THE WARRANTY PROVISIONS OF THIS POLICY

Our aim is to provide a first-class standard of service at all times.

If you feel that you have been let down and you wish to raise a complaint about the sale of this policy, please contact your insurance broker.

If you feel that we have let you down and you wish to raise a complaint, please contact us on 0161 393 9916 or in writing to The Compliance Department, Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the reference number on your certificate of insurance on all correspondence.

Our staff will attempt to resolve your complaint within 3 business days of receipt and a summary resolution communication letter will be sent to you. Where this is not possible, we will acknowledge your complaint promptly. If the complaint is not resolved within 4 weeks of receipt, we will write to you and let you know what further action we will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of our letter in response to your complaint you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or E-Mail: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

The use of these facilities does not affect your right to take legal action.

COMPENSATION SCHEME

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this policy you may be entitled to compensation from the Compensation Scheme.

Most insurance contracts are covered for 90% of a claim with no upper limit. **You** can obtain more information about the compensation scheme arrangements from the FSCS or visit their website www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number 0800 678 1100 or on 0207 741 4100 or **You** can write to The Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

NOTES

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NOTES

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

RENEWAL NOTICE

At the end of **Your** warranty **Period of Cover**, please telephone 03432 271 499 and quote **Your** existing Policy number which is printed on **Your Policy Schedule**.

We may ask additional details in order for **Us** to offer **You** a product to keep **Your Vehicle** protected.

Did you know we have an App?

Scan the QR code or visit our website for more information



AUTOGUARD
WARRANTIES

Building 5,
Archipelago Office Park,
Lyon Way, Camberley,
Surrey GU16 7ER
Tel: 03432 271 499
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Motor Industry Code of Practice for

Vehicle Warranties



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FCA

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