

Gold Mechanical Breakdown Warranty



Thank you for purchasing your vehicle from us.

Please read this document carefully and make sure you understand and comply with these terms and conditions. Failure to do so may affect any claim which may arise and could lead to the Agreement becoming void.

This Agreement and its terms and conditions, detailed here, are between the Agreement holder and the company which sold the Agreement (the guarantor).

Please keep this document in a safe place.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this agreement. For ease of reference, these have been placed in alphabetical order.

APA: AutoProtect Administration Limited, Warwick House, Roydon Road, Harlow, Essex CM19 5DY, who have been appointed by the Dealer to deal with all administrative matters relating to claims handling, including payment of claims, arising under this Agreement by the guarantor.

Dealer/We/Us/Our: the dealer who supplied this Agreement and is its guarantor.

Geographical Limits: is the region within which this Agreement is valid, being the United Kingdom.

Mechanical Breakdown: is the failure of an item included under the 'What is included?' causing a sudden stoppage of function, for a reason other than wear and tear, deterioration or negligence.

Mechanical Breakdown Warranty: provided in relation to the Vehicle specified in the Schedule and subject to the "General Conditions" and "What is not included?" 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.

WHAT IS INCLUDED?

This Agreement covers all mechanical and electrical parts (including labour to fit them), of the Vehicle against Mechanical Breakdown.

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. Also any oil seal required on the engine or gearbox as part of a valid Mechanical Breakdown.

Working materials

Oils, oil filter and antifreeze are included only if it is essential to replace them as part of an agreed claim.

Casings

If any of the parts included fail and this damages the casings, they will also be included only as part of an agreed claim.

Air Conditioning System

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

WHAT IS NOT INCLUDED?

Parts excluded

Cracked or porous cylinder heads and blocks, burnt valves, carbon deposits and any skimming/pressure testing. Body, paint, glass, interior/exterior trim, entertainment/communication systems and connected equipment including satellite navigation. Catalytic converters and diesel particulate filters, wheels, airbag and system, electrical wiring and wiring looms, hoses, pipes, brake seizure and corrosion. 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, auxiliary belts, cables, light bulbs/units, tyres, batteries, exhaust systems.

The Dealer shall not be liable under the Mechanical Breakdown Warranty Agreement:

- 1) For any breakdown which is reported to the Dealer or APA more than 14 days after the relevant fault is discovered;
- 2) For any breakdown where the repair has not commenced within 14 days of the relevant fault being reported to the Dealer or APA;
- 3) If the Vehicle is used for any kind of timed competition or race;
- 4) If the Vehicle is customised or modified after commencement of this Agreement;
- 5) If the Vehicle is used for hire or reward (for example, taxis, self-drive hire or driving schools).
- 6) For damage caused by:
 - neglect;
 - corrosion;
 - any foreign matter getting into or onto a part;
 - 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;
 - failure to maintain the Vehicle in a roadworthy condition, including maintenance of oil and coolant;
 - failure to follow the service Schedule as per "General Conditions";
 - the effects of over-heating, whether caused by an insured part or not;
 - freezing;
 - abuse;
 - subjecting the Vehicle to a load greater than that permitted by law or the manufacturer's recommendations;
 - 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.
- 7) No liability will be accepted for:
 - 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:
 - the gradual loss of engine compression necessitating the repair of valves or rings;
 - the gradual increase in oil consumption due to normal operating functions;
 - negligence or wilful damage (including continuing to drive the Vehicle when it is not mechanically sound);
 - the effects of poor repairs, faults or defects at the time of the sale;
 - parts which have been fitted incorrectly;
 - parts which are of faulty manufacture or design; or subject to recall, repair or replacement by the manufacturer;
 - parts not fitted as standard or optional extra by the manufacturer, unless cover for such items is agreed beforehand;
 - damage to parts not included by the Agreement or consequential damage; or

- cost of diagnosis or testing. The amount of time allowed for labour will be in line with the ICME standard repair times;
- damage to parts We include caused by parts not included by the Agreement;
- routine servicing or repair;
- good engineering practice (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);
- any damage caused by fire, accident or any road hazard;
- any loss, damage, liability or bodily injury arising directly or indirectly from the failure of a covered component;
- damage caused by war risks, sonic booms or nuclear radiation.

GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of the Mechanical Breakdown Warranty. If You do not comply with them We may at Our option cancel the warranty or refuse to deal with Your claim or reduce the amount of any claim payment.

- 1) **Duty of Care**

You must not continue to drive the Vehicle after any damage or incident if this could cause further damage to the Vehicle.
- 2) **Fraud**

If You or anyone acting on Your behalf makes a claim which is at all false or fraudulent, or supports a claim with any false or fraudulent document device or statement, this Mechanical Breakdown Warranty shall be void.
- 3) **Servicing**

If the Vehicle has full service history then You must continue to service the Vehicle in accordance with the manufacturer's stipulated service schedule.

If the Vehicle has no or part service history then the Vehicle must be serviced by a VAT registered garage, six months or 6,000 miles [whichever is the sooner] from the date of purchase of the Vehicle and thereafter either at the manufacturer's service schedule or at intervals of six months or 6,000 miles [whichever is the sooner], and must consist of:

 - Change engine oil and filter;
 - Check oil levels in the gearbox and differential and top up where necessary;
 - Check coolant level and antifreeze/inhibitor strength. Top up where necessary;
 - Check timing belt [if fitted], renew if necessary; and
 - Brake fluid must be replaced in accordance with the manufacturer's recommendation.

The interval from the Vehicle 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 750 miles. If any circumstances prevent the service being carried out at the correct time, We must be informed immediately, in writing, by recorded delivery.

Please retain proof of the previous service for Our inspection in the event of a claim.

The only acceptable proof of servicing will be the fully detailed VAT service invoice[s] indicating servicing dates and mileages. You must keep these invoices for Our inspection in the event of a claim.

Failure to maintain and provide proof that the above service schedule has been completed will invalidate the Mechanical Breakdown Warranty.
- 4) Before selling You the Agreement, the Dealer will have checked the Vehicle to make sure that the

parts included under this Agreement are in good condition.

- 5) This Agreement is only valid within the Geographical Limits.
- 6) The distance quoted on the Schedule does not guarantee that this is the true distance the Vehicle has covered.
- 7) We will not make or pay for repairs costing more than the limits shown on the Schedule or as otherwise restricted in this Agreement.
- 8) We will not make or pay for repairs on any one claim above the current, vehicle valuation as listed in Glass's guide.
- 9) APA is not responsible for any mistakes or incorrect information provided by the Dealer about the nature or value of this Agreement.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.

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.

- 1) If You wish to make a claim telephone:
0871 384 1169

APA's hours are:

9am - 5pm Monday to Friday.

9am - 1pm Saturday.

Note: All calls to APA on 0871 numbers are charged at 8p per minute. Calls from mobiles may vary.

- 2) 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.
- 3) 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.
- 4) When repairs are authorised, an authority number will be given. However, admission of liability is conditional on the terms and conditions of this Agreement.
- 5) The repairer must not start any repairs without this number. Work carried out without prior approval will result in the claim being rejected.
- 6) You must give Your permission to pay for and carry out any fault finding, diagnosis or dismantling necessary.
- 7) You agree to pay for any costs outside of the authorised amount.

- 8) If Your claim is accepted, Your repairer will be informed how much will be paid under the Agreement and an authority number for this value will be issued.
- 9) 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, Warwick House, Roydon Road, Harlow, Essex CM19 5DY.
- 10) We may also need to see Your original service invoices.
- 11) 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.

If there is a disagreement please refer to Our "Complaints Procedure".

TRANSFER OF OWNERSHIP

Selling the Vehicle 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 the 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:

- a) all documentation relevant to this Agreement has been passed over to the new Owner.
- b) the Vehicle has been serviced and maintained according to the manufacturer's recommendation and the terms of this Agreement.
- c) prior to 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, Warwick House, Roydon Road, Harlow, Essex CM19 5DY.

THE LAW APPLICABLE TO THE AGREEMENT

The Agreement will be governed by the laws of England and Wales.

CANCELLATION

Should You cancel this Agreement, there is no surrender value and no monies paid will be refunded.

COMPLAINTS PROCEDURE

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 APA directly at: AutoProtect Administration Limited, Warwick House, Roydon Road, Harlow, Essex CM19 5DY 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.