# **Warranty Assist ②**

Set up for car dealers, by car dealers











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Helpful Contact Details	

#### **Claims Department Email:** Claims@warrantyassist.co.uk

**Claims Department Phone** 0808 208 2390

#### Sales Department Email: Sales@warrantyassist.co.uk

**Sales Department Phone** 0808 208 2390

Warranty Assist PO Box 8180 Reading RG30 9JU

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## Summary of this Warranty Plan

Our Warranty Assist Plan is intended to contribute to the repair of a failed component (part) on your newly purchased Used Vehicle. It's not to increase the value of your vehicle by replacing used parts for new.

Please read your Warranty Schedule and this Warranty Plan, especially "What's Included" (pages 4) and the "Claims Procedure" (Page 12). The cover document clearly states what's included: primarily the major mechanical parts. We are not able to include every component on your vehicle. Please check all details on the schedule and advise Warranty Assist within 7 days of any errors. Non disclosure of information may result in a claim being rejected.

If you experience a fault with your vehicle, please contact the Warranty Assist Administration Department on 0808 208 2390 option 1.

### **Warranty Plan Summary**

- Durations: 3, 6, 12 or 24 months
- Claim Limit: Value of the vehicle (Sports & Prestige £10,000)
- Only Components (Parts) listed are covered
- 30 day Gradual Deterioration exclusion on all Warranties (unless the option to remove this was taken up)
- Serviceable items are NOT COVERED

#### Check your individual terms as laid out in your schedule:

- Excess applicable (this applies for each component repaired)
- Hourly labour rate & contribution applicable
- Parts contribution applicable
- Any additional Upgrade Options selected £250 Claim Limit

## **Claims Summary**

Claims Telephone Number: 0808 208 2390

**Claims Procedure:** 

When you first register a claim, our repair network will send you to a local repair workshop on the UK mainland.

Our repair network will compile a detailed diagnosis report and estimate for you. They will also obtain your MOT history. You will only need to send them your proof of last service.

If your repair is covered by the warranty, any diagnosis costs will be refunded to you immediately. Our repair network will claim the cost of covered repairs directly from Warranty Assist, so you do not have to pay for the covered repairs.

If you have exceptional circumstances (such as an out of hours or overseas breakdown) you can use any VAT registered garage. In which case you must provide:

- Diagnostic Report with estimate costs (before any work commences)
- Current MOT certificate (Copy)
- Proof of Last Service (According Manufacture's Schedule)

**Pay & Claim:** You will need to pay for the approved repair and diagnostic cost, then claim back from Warranty Assist.

## What this Warranty Plan Includes

Only components approved by the manufacturer can be covered. Any component not specifically listed below will not be covered.

#### ✓ Engine

All internally lubricated parts are covered including:

Camshafts & bearings, camshaft followers & rockers (including hydraulic lash adjusters), connecting rods & bearings, crankshaft & bearings, cylinder block, cylinder bores & liners & seals, cylinder heads, internal bushings & bearings, oil pump & drive, pistons & rings, timing gears, chain, tensioner, valves, springs & guides (burnt or pitted valves and valve seats are not covered).

#### ✓ The following engine part is also covered:

Cylinder head gasket.

#### ✓ Flexible drive plate

Flexible drive plate for the automatic transmission's torque converter.

#### ✓ Gearboxes

(Including automated manual gearboxes, automatic gearboxes, four wheel drive transfer gearboxes, hybrid transaxles, manual gearboxes and transaxles.)

Automatic transmission brake bands & clutches, gears, hydraulic gear-shift governors & internal servos & valve blocks, internal bearings & bushes, oil pumps, selector forks, shafts

(all, including extension shafts), synchromesh hubs and rings and torque converter.

#### ✓ Transmissions

(including front & centre & rear differentials, front & rear live axles and drive shafts.)

Constant velocity joints, crown wheels & pinions, differential gears & thrust washers, external drive shafts, internal bushes & bearings & shafts and propeller shafts & propeller universal joints.

Provided by



"Working with Dealers and motorists to provide easy to understand, tailored products with a focus on support"

#### **Definitions**

The following terms have the same meaning throughout this document:

**Warranty Plan** means this booklet together with your Online Application and Plan Schedule which together contain the full terms and conditions of Your Warranty Plan.

**Plan Schedule** means the document issued by us after receiving your payment based upon the Application you have made to us (with the Dealer) online and which confirms our acceptance of your Warranty Plan.

**Application** Application means any information you may have supplied to us in support of your requests, in particular the online application and quote steps at www.warrantyassist.co.uk.

**Breakdown** means the sudden and unexpected failure (given the car's age and mileage) of a component arising from any permanent mechanical or electronic fault, which causes the component to stop working, and means that it needs repairing or replacing.

**Component** means any mechanical, electrical or electronic part which formed part of the vehicle when it was new, and is listed in the schedule of covered components.

**Gradual Deterioration and Wear and Tear** means failure of a component due to use over the passage of time. Only unexpected Gradual Deterioration and Wear and Tear is covered under this Plan.

**Customer schedule** means the schedule attached to, and forming part of this Warranty, and detailing the cover that you have.

**Repair contribution** means the amount that you must pay towards each repair as confirmed in your customer schedule.

**Age & Mileage Contribution** means the contribution the warranty will make towards the repair of listed components.

**Servicing handbook** means the handbook which the manufacturer issued with the vehicle when it was new. The servicing handbook lists the servicing and maintenance the manufacturer recommends for the vehicle.

**Vehicle** means the vehicle mentioned in the customer schedule.

**Dealer** means the Dealer who sold you your vehicle.

**You, your, yourself** means the purchaser named within the customer schedule.

We us, or our means Warranty Assist Limited.

**Discretion** We have absolute and final discretion on all aspects of this plan including whether or not to pay any repair costs, or other fees and costs, whether to move the vehicle to another repairer for repairs, which parts suppliers we may use for any authorised repairs and whether or not to provide assistance. Any benefit you may have under this plan and any obligation which may be for us to perform, is subject to our overriding right to decide whether or not to exercise our discretion in your favour.

**Repair network** means Warranty Assist's appointed repairers.

#### What is included

#### Introduction

This document explains how your warranty works. Please make sure you fully understand the terms and conditions relating to the warranty and always keep this document in your vehicle, along with your customer schedule.

Your warranty will be provided by Warranty Assist. An important part of your Warranty Plan is that it operates contractually and legally on a discretionary basis. Warranty Assist uses this discretion to ensure that you, and all Warranty Assist warranty holders, receive a fair and equitable resolution to each and every request made against our Warranty Plans.

#### **Repair Following Breakdown**

This warranty is intended to pay for the cost of repairing the vehicle detailed on the customer schedule up to the limit detailed in the customer schedule following the Breakdown of any covered component. We will not pay for the repair or replacement of components, which have not suffered a Breakdown, for example, components fitted as a result of your vehicle being serviced or which were faulty prior to the commencement of this warranty. Your customer schedule details the scope of your warranty and is partly based on the application you and the Dealer completed online when requesting Warranty Cover. Please see the section 'what is not included' for full details of what we will not cover.

#### Other Benefits

The warranty includes the following benefits.

#### Vehicle Recovery

We will pay for the cost of recovering the vehicle to the nearest Garage following Breakdown of any covered component up to £75 (including VAT).

#### **Overseas Use**

This warranty covers repairs undertaken in Great Britain and Northern Ireland. If you use your vehicle overseas for less than 60 days per year this protection is extended to cover repairs carried out overseas. You will have to pay the repairer direct and request reimbursement from Warranty Assist. EU VAT will not be refunded.

#### What is not included

We will not pay for repairing or replacing any parts that we specifically state are not covered or any parts that are not listed. Also, we will not pay for costs caused by, arising from, or connected with, the following:

- 1. The repair contribution applicable to the warranty as stated in your customer schedule.
- Within the first 30 days of your warranty starting we will not cover.Breakdown of any part / component which has deteriorated due to the passage of time alone and is not a sudden failure will not be covered.
- Breakdown or damage caused by the use of incorrect or contaminated fuel, oil, lubricant, coolant or other fluid.
- 4. Vehicles that are or have been used for competitive purposes including but not limited to; rallying, racing, time trials, pace making. Vehicles that have been used for hire or reward, as a taxi, by a driving school, for commercial delivery purposes such as despatch or delivery courier, vehicles that are used off-road.

## **Warranty Assist**

- 5. Any loss arising from your failure to have the vehicle serviced in accordance with the conditions of this warranty, or lack of routine maintenance as detailed in your Servicing Handbook, or through failure to use the manufacturer's recommended type, grade and quality of engine oil or where the cambelt has not been changed in accordance with the manufacturer's recommendations
- Any loss where the odometer has been tampered with or altered or disconnected.
- Repair or replacement of components which have not suffered a Breakdown or the replacement of any components to enable your Vehicle to pass the Government Vehicle Testing Requirements (MOT).
- 8. The cost of any exploratory, investigation or dismantling work not associated with a covered repair.
- 9. Any repair, replacement, loss, damage or liability which should be paid or otherwise settled by another company, finance agreement, warranty, guarantee, goodwill settlement or repair; any fault causing a manufacturer recall; any manufacturer modifications; any fault that can be rejected to the seller under the Consumer Rights Act or any fault which had previously caused a fault or failure code to be logged in any computerised system's history where the system was reset without any repairs being made.
- 10. Oil leaks that are not specifically mentioned as covered or oil leaks where there is only evidence of oil marking and staining and no oil is dripping from a joint or seal or when repairs to rectify the oil leak do not necessitate the removal of the engine, transmission or final drive unit.
- 11. Damage to covered components caused by frost or the freezing

- of liquids, worn friction materials (including a worn clutch friction plate damaging a flywheel), or corrosion.
- 12. Breakdown (including repeat repairs) or damage caused by poor workmanship or faulty parts.
- 13. The repair or replacement of components which were faulty or had suffered a Breakdown prior to the start of the warranty.
- 14. Service and maintenance related parts including (but not limited to) anti-freeze, brake drums, brake discs, brake fluid & brake friction materials (brake pads & brake shoes), clutch covers, clutch friction plates, clutch release bearings, exhaust pipes & exhaust pipe gaskets, filters, grease, oils, sparking plugs, refrigerants, and tyres.
- 15. Burnt or worn out clutch components, burnt or carbonised valves.
- 16. Any faults, damage or connected loss arising from errors, viruses, omissions or defects in any application or systems software.
- 17. Vehicles which are owned temporarily or otherwise (resulting from trade-in or acquisition for the purpose of resale) by a business formed for the purpose of selling or servicing motor vehicles.
- 18. Any liability for death, bodily injury or damage to other property or to other components of the vehicle, or any connected loss of whatsoever nature arising directly or indirectly from mechanical Breakdown.
- 19. The cost of the contribution applicable for any repairs made under the warranty as specified in the customer schedule.
- 20. Components damaged by impact or accident.
- 21. Damage to any covered part caused by breakdown of a non

- covered part. We will not cover Breakdown due to a failure that was developing at or developed prior to the time of the Warranty inception.
- 22. Failure of listed components which a qualified engineer, appointed by us, believes has been aggravated due to the vehicle being driven-on after the fault was more than likely to have been apparent to the driver, or due to the vehicle being driven in an unsympathetic manner (for example repeatedly running the engine at full power before the oil has fully warmed up or repeatedly not allowing the engine to reach operating temperature before turning it off). In the case of a vehicle being driven on we will only be liable for the reasonable repair costs the engineer believes would have resulted if the vehicle had been stopped at the earliest opportunity.
- 23. Consequential loss of any kind including but not limited to consequential damage or loss to a covered part or component as the result of a failure of another part or component.

#### **General Conditions**

This warranty is subject to the following conditions:

1. Servicing - In order to maintain the validity of your warranty you must have the Vehicle serviced by a VAT registered repairer and look after the Vehicle in accordance with the manufacturer's Servicing Handbook and ensure that the manufacturer's recommended type, grade and quality of engine oil is used. To prove this you should make sure the garage fills in and stamps your Servicing Handbook. You should also keep all service invoices (which you must ensure detail the exact oil specification used) as you must verify that correct servicing has been completed when repairs are made under the warranty. You should also ensure that the cambelt is changed in line with manufacturer's recommendations

- (documented proof of this will be required in the event of a claim for cambelt failure). A maximum allowance of 30 days or 1,000 miles (whichever occurs first) in excess of the manufacturer's stipulated time or mileage for scheduled servicing is permitted.
- 2. Procedure for refunds and recovery of repair costs This procedure is detailed on page 13.

You must follow this procedure, and request repairs within 30 days of noticing any issue, as failure to do so may result in non-reimbursement of your repair.

- Repair Authorisation No repairs are to be commenced until
  we have given authorisation and issued an authorisation
  number.
- 4. Investigation Costs It is your responsibility to give the repairer permission to commence exploratory, investigation or dismantling work to establish the primary component failure and cause of the primary component failure and to pay the costs if such work proves that the fault is not our responsibility. Any exploratory, investigation or dismantling costs will only be reimbursed if they are part of a valid repair. You will be asked for a reasonable deposit against workshop costs for stripping and reassembling components under investigation or to agree to remove the car from the workshop by a certain deadline if the claim is declined following investigation or dismantling.
- 5. Use of Engineers we reserve the right to instruct an independent engineer to inspect your vehicle before authorising any repair. When this right is exercised we shall have no liability for any loss to you arising from any possible delay. Should you decide to give permission to the repairer to commence repairs, without authorisation being obtained from

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- us, you do so in the full knowledge that we may not meet the cost of your valid repairs because you have denied us our right to inspect the vehicle prior to its repair.
- 6. Contribution It is not the intention, implied or otherwise, of the warranty to make new vehicles from old. Where replacement components are fitted to replace old worn components which have suffered a breakdown, this results in your vehicle being in a better condition than it was before the breakdown, so you are required to pay a contribution towards the cost of the repairs. For vehicles older than 6 years or with more than 60,000 recorded miles this warranty will provide cover based upon the limits detailed in the customer schedule and in accordance with the following table based upon vehicle age and mileage at time of failure.

#### Contribution Scale:

Age or Mileage	Your Repair Contribution (Parts & Labour)
Up to 6 Years or 60,000 miles	0%
Over 6 Years or 60,000 miles	20%
Over 7 Years or 70,000 miles	30%
Over 8 Years or 80,000 miles	40%
Over 9 Years or 90,000 miles	50%

The mileage limits as stated above are the total miles from the date of the vehicle's first registration for use on the road.

Where a vehicle has high mileage for its age, the mileage will be used to determine the contribution scale that is applied to your claim. Where the vehicle has low mileage for its age, the age will be used to determine the contribution scale that is applied to your claim.

The repair contribution is applied to the net cost of repair excluding VAT.

Option to purchase 100% Parts & Labour Cover available at start of cover (only available to vehicles with less than 110,000 miles), contact Warranty Assist for more information.

- Claim Decision If we offer to cover a claim and the repair is not completed within 30 days the offer is automatically withdrawn and will not be paid.
- 8. Return of Warranty Cost No return of your warranty charge can be made if a repair has been accepted under the warranty or if you sell the vehicle.
- 9. Transfer of warranty You may transfer the warranty to the new owner provided that you have paid the Transfer fee as stated in your warranty summary.
- 10. Fraud If any repair request is found to be fraudulent or if any fraudulent means or devices have been used by you or anyone acting on your behalf we will not repair your vehicle or return any costs.
- Cancellation -we may cancel the warranty by sending 14 days notice in writing direct to you by Recorded Delivery to your last known address. A proportionate return of your warranty charge will be given.
- 12. If, having purchased a warranty through a Warranty Assist registered Dealer, you decide to cancel it; simply notify us or the selling dealer within 14 days of inception date. Warranties are not able to be refunded if a claim has been already submitted.

- 13. Renewal of cover When your Warranty expires you may be able to obtain an extension to this Cover. You will need to contact us before your warranty expires. Please call Warranty Assist on 0808 208 2390 or write to them at the address on page 2 of this warranty document.
- 14. Using your information for marketing purposes Warranty Assist may use your information in order to select and tell you about products and services available from them or from other companies in their Group that may be of interest to you. We may share your information with Warranty Assist for analysis, marketing purposes or so that they may contact you about their own products or services. Warranty Assist may also use your information to tell you about products and services that they can introduce from selected businesses outside their Group. Visit the Privacy Policy page on our website for full details.

You have the right at any time to ask us not to contact you or give your details to others for these purposes. You may email us at dealeradmin@warrantyassist.co.uk if you wish us to stop.

You also have the right at any time to ask us not to telephone you for sales purposes. Again, you may email us at dealeradmin@warrantyassist.co.uk if you wish us to stop.

- 15. Healthchecks Health check inspections are a visual inspection of the vehicle, not a comprehensive investigation and do not guarantee to find all faults with the car. No terms are affected in anyway by the health check.
- 16. Economic repair We reserve the right on repairs we are paying for to move your vehicle at our cost to a repairer of our

choice if we can affect a repair more economically. We reserve the right to repair rather than replace components at our discretion. Where we have exercised our right to complete an economic repair we will warranty this work for 12 months.

#### **Data Protection Act 2018**

For the purposes of the Data Protection Act 2018, we are the Data Controller in relation to any personal information you supply.

- 16. Telephone calls Some telephone calls may be monitored or recorded. This is for the purposes of maintaining and improving service standards, training staff and assisting in customer queries and appeals.
- 17. English Law This plan is governed by English law. Contractually and legally this plan operates on a discretionary basis. It is not a contract of insurance and so falls outside the jurisdiction of the Financial Conduct Authority. The body governing this type of agreement is the Trading Standards Institute. Any legal proceedings will be held in the courts of England and Wales.

## What do I do in the event of a failure - Claims Procedure

3 Step Claims Summary

Stop driving the car as soon as you are aware of an issue.

IMPORTANT NOTE: For repair costs to be considered you must request a repair within 30 days of noticing the related issue

- **Step 1** Call Warranty Assist's repairers on 0808 208 2390 Option 1
- **Step 2** Warranty Assist's Repairer Network will book you into an approved workshop within 5-10 miles of your location.
- **Step 3** Warranty Assist's Repairer Network will compile and send claim paperwork to Warranty Assist.

#### Claims Procedure in Detail

#### Prevent further damage

You should use all reasonable means and precautions to protect your vehicle from further damage. We will not pay for repairs caused by your failure to look after your vehicle.

If you experience a fault with your vehicle, please contact Warranty Assist Claims on 0808 208 2390.

Our Network Repairer will carry out the covered repair work unless your selling dealer have a repair facility in which case they can do the work.

Our repair network will send you to a workshop within 5-10 miles of your location on the UK mainland. They will compile a detailed diagnosis report and estimate for you. They will also obtain your

MOT history. You will only need to send them your proof of last service. If your repair is found during diagnosis to be covered by the warranty, any diagnosis costs will be refunded to you immediately.

Our repair network will claim the cost of covered repairs directly from Warranty Assist, so you do not have to pay for the covered repairs. If the work is not covered you will still benefit from our approved network's garage discounts and savings.

Our Network Repairer will send the completed diagnosis, paid invoice and all supporting documents to Warranty Assist. You may be asked to send supporting documents for Warranty Assist to claims@warrantyassist.co.uk.

Any cars repaired outside the Warranty Assist approved repairer network will not be considered, unless you have exceptional circumstances.

If you have exceptional circumstances (such as an out of hours or overseas breakdown) you can use any VAT registered garage. In which case you must provide a Diagnostic Report with estimate costs (before any work commences), your current MOT certificate (Copy) and Proof of Last Service (According Manufacturer's Schedule). You will need to pay for the approved repair and diagnostic cost, then claim back from Warranty Assist. VAT will only be refunded if a valid VAT invoice, made out to Warranty Assist, is provided.

The Warranty Assist Administration Department must receive requests for reimbursement within 30 days of the date of completion of the repairs. Requests for repair or reimbursement received beyond this date will have the reason for delay reviewed and it will be at our discretion to accept such requests.

#### **Complaints Process**

#### How to make a complaint

We hope that you will be pleased with the service we provide. Any complaint, or appeal, relating to a declined repair request must be submitted within 30 days in order to be considered for review. In the unlikely event of a complaint, you should contact Warranty Assist in the first instance on 0808 208 2390 or in writing to:

Warranty Assist, PO Box 8180, Reading, RG30 9JU.

- We will usually acknowledge your complaint on the same day, but in any case within five working days.
- 2. We may require more information, and we will contact you to request this if it is necessary.
- We will give you a clear explanation for our action. If we need to pay any undisputed amount due under the plan, we will do this quickly and this will not affect your complaint.
- 4. If we need to take action to settle the problem, we will inform you and update you with any developments.
- 5. Within eight weeks of receiving your complaint, we will send you:
  - · a final response; or
  - a response which will explain why we cannot yet settle your complaint and advise you when our experts are able to provide you with a final response.

Nothing in these terms and conditions will reduce or affect your statutory rights. For further information about your statutory rights contact www.gov.uk/consumer-protection-rights or www.citizensadvice.org.uk.

This warranty is provided by Warranty Assist.

Warranty Assist, PO Box 8180, Reading, RG30 9JU

Phone: 0808 208 2390

Fax: 0118 332 0040

Email: sales@warrantyassist.co.uk

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# Additional Options available for this Warranty prior to start date

For the following components to be covered, your Warranty schedule must have the relevant add-on listed.

#### All the terms of the warranty still apply

- Air-Conditioning (Compressor & drive clutch, condenser, evaporator, expansion valve, interior fan control switch, pressure & temperature sensors and receive / drier) -£250 Claim Limit
- Handbrake (Drum Brake Self-Adjusting Mechanisms, Handle Control, Cables & Linkages) - £250 Claim Limit
- Suspension (Bushes, hydraulic pump, reservoir, regulator valve & pressure spheres, self levelling suspension actuators, shock absorbers, wishbones, control arms & connecting joints, road springs and wheel hubs) - £250 Claim Limit
- Sat-Nav (Failure of Radio, CD/DVD or Satellite Navigation Equipment provided / fitted by Manufacture) -£250 Claim Limit
- Emissions (Catalytic Converter, DPF Filter & EGR Valve) £250
   Claim Limit

- Gradual Deterioration and Wear & Tear (Wear & Tear cover starts from day one, otherwise any part / component which has deteriorated due to the passage of time and not a sudden failure will not be covered until 30 days after warranty inception).
- MOT Cover (Repair Cost of Listed Parts that have failed the DVSA annual MOT Test, including Re-Test Fees) - £250 Claim Limit

These Additional Items are available on a per cost basis prior to start date

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